

2020 2025

COMMERCIAL AGREEMENT
COLLECTIVE LABOUR AGREEMENT

BETWEEN

THE SAINT JOHN MECHANICAL CONTRACTORS
EMPLOYER'S ASSOCIATION INC.

AND

CONTRACTORS
WHOSE NAMES ARE APPENDED HEREUNDER
HERE IN AFTER CALLED THE "EMPLOYER" OF THE FIRST PART

AND

LOCAL UNION 213
OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA
HEREINAFTER CALLED THE "UNION" OF THE SECOND PART

INDEX

ARTICLE 1 PURPOSE AND APPLICATION
ARTICLE 2 DEFINITIONS AND INTERPRETATIONS
ARTICLE 3 RECOGNITION
ARTICLE 4 MANAGEMENT RIGHTS
ARTICLE 5 RESPONSIBILITIES
ARTICLE 6 LOCAL LABOUR MANAGEMENT COMMITTEE
ARTICLE 7 UNION SECURITY
ARTICLE 8 HIRING AND TERMINATION
ARTICLE 9 WORK TIME
ARTICLE 10 WAGES
ARTICLE 11 TIME AND METHOD OF PAY
ARTICLE 12 VACATION AND HOLIDAY PAY
ARTICLE 13 SELF EMPLOYED MEMBERS
ARTICLE 14 JOB CONDITIONS
ARTICLE 15 JURISDICTIONAL CLAIMS
ARTICLE 16 INDUSTRIAL STANDARDS
ARTICLE 17 UNION STEWARDS AND UNION OFFICERS
ARTICLE 18 GRIEVANCE AND ARBITRATION
ARTICLE 19 TRAVEL ALLOWANCE
ARTICLE 20 TRUST FUNDS, INDUSTRY FUND
ARTICLE 21 DURATION

APPENDIX "A"

ARTICLE 1 PURPOSE AND APPLICATION

- 1.01 THE PURPOSE OF THIS AGREEMENT IS TO PROMOTE AND MAINTAIN HARMONIOUS RELATIONS AND ESTABLISH AND SETTLE CONDITIONS OF EMPLOYMENT BETWEEN THE EMPLOYER AND THE UNION, TO RECOGNIZE THE MUTUAL VALUE OF JOINT DISCUSSIONS AND NEGOTIATIONS IN ALL MATTERS PERTAINING TO WORKING CONDITIONS, HOURS OF WORK, AND SCALE OF WAGES AND TO ENCOURAGE EFFICIENCY IN OPERATION AND TO PROMOTE THE MORAL, WELL BEING AND SECURITY OF ALL EMPLOYEES. BOTH PARTIES ENDORSE THE UNITED ASSOCIATIONS "STANDARDS FOR EXCELLENCE".
- 1.02 THIS AGREEMENT SHALL APPLY TO ALL PLUMBING AND PIPEFITTING AND MAINTENANCE IN THE COMMERCIAL AND RESIDENTIAL SECTORS OF THE COUNTIES OF SAINT JOHN, KINGS, QUEENS AND CHARLOTTE IN THE PROVINCE OF NEW BRUNSWICK.

ARTICLE 2 DEFINITIONS AND INTERPRETATIONS

- 2.01 EMPLOYEE MEANS A JOURNEY PERSON OR APRENTICE AS DEFINED IN 2.02 OR 2.03, OR 2.04, OR 2.05A OR 2.05B. OR 2.05C.
- 2.02 JOURNEY PERSON PLUMBER SHALL MEAN A PERSON WHO HAS RECEIVED A CERIFICATE OF QUALIFICATION IN THE PLUMBING TRADE OR HOLDS A VALID PLUMBERS LICENSE.
- 2.03 JOURNEY PERSON STEAMFITTER- PIPEFITTER SHALL MEAN A PERSON WHO HAS RECEIVED A CERTIFICATE OF QUALIFICATION IN THE TRADE OR HOLDS A VALID STEAMFITTER- PIPEFITTER LICENSE NOT WITH STANDING THE ABOVE, A JOURNEY PERSON STEAMFITTER – PIPEFITTER SHALL ALSO MEAN A PERSON HAVING LONG WORKING EXPERIENCE AND IS KNOWN TO BE QUALIFIED AS A STEAMFITTER – PIPEFITTER WHO IS RECOGNIZED AS A JOURNEY PERSON BY THE TRADE IN THE PROVINCE OF NEW BRUNSWICK.
- 2.04 APPRENTICE MEANS A PERSON WHO IS INDENTURED AS AN APPRENTICE IN THE PLUMBING AND PIPEFITTING INDUSTRY UNDER THE PROVINCE OF NEW BRUNSWICK APPRENTICESHIP AND OCCUPATIONAL CERTIFICATION ACT
- 2.05 (A) INSTRUMENT MECHANIC SHALL BE A JOURNEY PERSON WHO IS COMPETENT IN SERVICING, INSTALLING AND OVERHAULING PNEUMATIC AND ELECTRONIC CONTROL EQUIPMENT AND THEIR AUXILIARY EQUIPMENT, INCLUDING CALIBRATION AND LOOP CHECK.
- A JOURNEY PERSON WHO IS RECOGNIZED AS AN INSTRUMENT MECHANIC SHALL BE A PERSON WHO HAS PASSED EXAMINATION AS AN INSTRUMENT MECHANIC AS RECOGNIZED BY THE PROVINCE OF NEW BRUNSWICK.

- 2.05(B) WELDER SHALL MEAN A PERSON WHO HOLDS A CURRENT F3 - F4 QUALIFIED TICKET OR F4 QUALIFIED TICKET.
- 2.05 (C) GAS PIPEFITTER SHALL MEAN A PERSON WHO HAS RECEIVED A CERTIFICATE OF QUALIFICATION IN THE TRADE OR IN THE PLUMBING TRADE AND HOLDS A VALID GAS PIPEFITTER LICENSE.
- 2.06 FOREMAN MEANS A QUALIFIED JOURNEY PERSON WHO MAY OR MAY NOT WORK ON HE TOOLS, SUBJECT TO 14.21 AND HAS THE ABILITY TO ACCEPT RESPONSIBILITY AND TAKES CHARGE OF THE ACTUAL INSTALLATION OF ANY PLUMBING AND/OR PIPEFITTING WORK OR IN LAYING OUT SUCH WORK FOR THE OTHER EMPLOYEES AND HAS BEEN APPOINTED WORKING FOREMAN OR NON WORKING FOREMAN BY HIS OR HER EMPLOYER.
- 2.07 GENERAL FOREMAN MEANS A QUALIFIED EMPLOYEE WHO HAS THE ABILITY TO ACCEPT RESPONSIBILITY AND TO TAKE CHARGE OF NON-WORKING FOREMAN UNDER HIS OR HER DIRECTION. HE/SHE SHALL BE APPOINTED BY THE EMPLOYER WHEN THERE ARE THREE (3) FOREMEN ON ANY ONE PROJECT BUT NOTHING SHALL PREVENT AN EMPLOYER FROM APPOINTING A GENERAL FOREMAN WHEN THERE ARE LESS THE THREE (3) FOREMEN IF IT IS DESIRABLE TO DO SO.
- 2.08 EMPLOYER MEANS ANY PERSON (INCLUDING A PARTNERSHIP OR CORPORATION) WHO DOES ANY PLUMBING OR PIPEFITTING WORK AND WHO IS SIGNATORY TO THIS AGREEMENT BUT EXCLUDES AN EMPLOYEE UNDER THE TERMS OF THIS AGREEMENT.
- PARTICIPATING EMPLOYER SHALL MEAN AN EMPLOYER WHO CONTRIBUTES TO THE TRUST FUNDS AT THE RATES SPECIFIED IN THE COLLECTIVE AGREEMENT IN FORCE FROM TIME TO TIME.
- PARTICIPATING EMPLOYER SHALL ALSO MEAN THE N.B. PIPE TRADES ADMINISTRATION OFFICE, M.C.A. OF N.B. INC. OFFICE, AND THE JOINT APPRENTICESHIP TRAINING OFFICE WHO CONTRIBUTES TO THE TRUST FUNDS AND FOR THE PURPOSE OF CONTRIBUTIONS TO THE TRUST FUNDS THE LOCAL UNION WHO EMPLOY FULL OR PART TIME EMPLOYEES SHALL BE DEEMED A "PARTICIPATING EMPLOYER".
- 2.09 WORK MEANS PLUMBING, STEAMFITTING, GASFITTING, INDUSTRIAL PIPEFITTING OR HYDRAULIC PIPEFITTING INSTRUMENT FITTING, ALL PROCESS PIPING USED ABOVE AND BELOW GROUND AND UNDER WATER, ALL HEAT TREATING AND STRESS RELIEVING OF PIPE, ALL WELDING, TACKING AND BURNING CONNECTED WITH THE ABOVE, AND SHALL INCLUDE THE ASSEMBLING, ERECTING, ALTERING, SERVICING AND WORK AWARDED TO THE UNION PURSUANT TO ARTICLE 15 OF THIS AGREEMENT.

2.10 INDUSTRIAL PLUMBING AND PIPEFITTING MEANS ALL PLUMBING AND PIPEFITTING WORK REQUIRED IN OR PERFORMED AS PART OF ON-SITE FABRICATION, CONSTRUCTION AND ERECTION OF ALL HEAVY INDUSTRIAL DEVELOPMENT, INCLUDING BUT NOT LIMITED TO: OIL REFINERIES, CHEMICAL PLANTS, SMELTER COMPLEXES, THERMAL POWER PLANTS, HYDRO POWER PLANTS, NUCLEAR POWER PLANTS, HEAVY WATER PLANTS, PAPER MILLS, PULP AND SULPHITE MILLS, OIL TERMINAL COMPLEXES, L.N.G. TERMINALS, MINING COMPLEXES, NUCLEAR FUEL MANUFACTURING PLANTS, OIL BULK STORAGE PLANTS, INDUSTRIAL POLLUTION CONTROL PLANTS, INDUSTRIAL EFFLUENT CONTROL PLANTS OR WASTE OIL REFINERY RECYCLING PLANTS, COMPRESSOR STATIONS, BOOSTER STATIONS, PRESSURE REDUCING STATIONS.

PRIOR TO WORK COMMENCING AT NEW OR EXISTING INDUSTRIES NOT LISTED ABOVE, THE EMPLOYER AND THE BUSINESS MANAGER OF THE UNION SHALL MEET AND AGREE TO THE TERMS UNDER WHICH THE WORK WILL BE CARRIED OUT.

2.11 COMMERCIAL PLUMBING AND PIPEFITTING MEANS ALL PLUMBING AND PIPEFITTING NOT COVERED UNDER THE DEFINITION OF INDUSTRIAL PLUMBING AND PIPEFITTING INCLUDING BUT NOT LIMITED TO THE INSTALLATION, SERVICE AND REPAIR OF ANY PLUMBING AND PIPEFITTING WORK IN DWELLING HOUSES, APARTMENT HOUSES, CHURCHES, SCHOOLS, HOSPITALS, INSTITUTIONAL BUILDINGS, COMMERCIAL BUILDINGS, FACTORIES, LIGHT INDUSTRIES, STORES, SHOPPING CENTRES, AND/OR BUILDING THAT WOULD NORMALLY BE OCCUPIED FOR DOMESTIC, COMMERCIAL AND INSTITUTIONAL PURPOSES.

PRIOR TO WORK COMMENCING AT NEW OR EXISTING INDUSTRIES NOT LISTED ABOVE, THE EMPLOYER AND THE BUSINESS MANAGER OF THE UNION SHALL MEET AND AGREE TO THE TERMS UNDER WHICH THE WORK WILL BE CARRIED OUT.

2.11 (A) RESIDENTIAL PLUMBING AND PIPEFITTING MEANS ALL PLUMBING AND PIPEFITTING NOT INCLUDED IN THE DEFINITIONS MENTIONED IN ARTICLE 2.10 OR ARTICLE 2.11 BUT NOT LIMITED TO THE SERVICE, INSTALLATION OR REPAIR OF ANY PLUMBING OR PIPEFITTING WORK IN DWELLING HOUSES, RESIDENTIAL UNITS, APARTMENT BUILDINGS (NOT MULTI-RISE), NURSING HOMES, MOTELS, SMALL STORES AND BOUTIQUES (NOT IN THE MAIN SHOPPING MALL CONTRACT), SMALL BUSINESSES (NOT ENGAGED IN MANUFACTURING).

2.12 INDUSTRIAL MAINTENANCE MEANS ALL PLUMBING AND PIPEFITTING WORK REQUIRED IN OR PERFORMED AS PART OF THE REPAIR, SERVICE, AND MAINTENANCE OF INDUSTRIAL DEVELOPMENTS, OTHER THAN THAT OF A KIND NORMALLY REQUIRED IN SERVICING AND MAINTENANCE OF DOMESTIC, INSTITUTIONAL AND COMMERCIAL BUILDINGS. IF THE PARTIES TO THIS AGREEMENT CONCLUDE AN INDUSTRIAL MAINTENANCE AGREEMENT THEN THIS AGREEMENT SHALL NOT APPLY.

- 2.13 GRIEVANCE MEANS A DIFFERENCE OR DISPUTE RESPECTING THE MEANING OF, OR VIOLATIONS OF ANY PROVISIONS OF THIS AGREEMENT.
- 2.14 PROVINCIAL MEANS THE PROVINCE OF NEW BRUNSWICK.
- 2.15 STRIKE SHALL BE DEFINED AS IN THE INDUSTRIAL RELATIONS ACT OF THE PROVINCE OF NEW BRUNSWICK.
- 2.16 LOCK-OUT SHALL BE DEFINED AS IN THE INDUSTRIAL RELATIONS ACT OF THE PROVINCE OF NEW BRUNSWICK.
- 2.17 THE REGULAR RATE OF PAY SHALL BE DEFINED AS "THE RATE OF PAY THAT IS APPLICABLE TO THE PARTICULAR DAY OR SHIFT IN QUESTION PLUS ANY SHIFT PREMIUM WHERE APPLICABLE".
- 2.18 IN INTERPRETING THIS AGREEMENT, THE SINGULAR SHALL INCLUDE THE PLURAL AND THE PLURAL SHALL INCLUDE THE SINGULAR. THE MASCULINE SHALL INCLUDE THE FEMININE AND VICE VERSA AND HIS SHALL INCLUDE HER AND VICE VERSA.
- 2.19 IN INTERPRETING THIS AGREEMENT, THE UNION SHALL MEAN THE EMPLOYEE AND THE EMPLOYEE SHALL MEAN THE UNION.

ARTICLE 3 RECOGNITION

- 3.01 THE EMPLOYER RECOGNIZES THE UNION AS THE SOLE BARGAINING UNIT FOR ALL PERSONS EMPLOYED AS PLUMBERS, PLUMBER APPRENTICES, STEAMFITTERS, STEAMFITTER APPRENTICES, PIPEFITTERS, PIPEFITTER APPRENTICES, GAS PIPEFITTERS, INSTRUMENT MECHANICS, INSTRUMENT MECHANIC APPRENTICES, PIPEFITTER WELDERS, WELDER APPRENTICES, FOREMEN AND GENERAL FOREMEN EMPLOYED WITHIN THE PROVINCE OF NEW BRUNSWICK, SAVE AND EXCEPT THOSE ABOVE THE RANK OF FOREMAN ON SALARY.
- 3.02 WHILE THIS AGREEMENT CONTINUES TO OPERATE, NO CONDITIONS OF WORK SEPARATE AND APART FROM THE CONDITIONS SET OUT IN THIS AGREEMENT WILL BE SOUGHT OR CONDONED BY ANY MEMBER LOCAL UNION OF THE UNITED ASSOCIATION OR BY THE NEW BRUNSWICK PIPE TRADES ASSOCIATION AND NO CONDITIONS OF WORK SEPARATE AND APART FROM THE CONDITIONS SET OUT IN THIS AGREEMENT WILL BE SOUGHT OR CONDONED BY ANY MEMBER OF THE SAINT JOHN MECHANICAL CONTRACTORS EMPLOYER'S ASSOCIATIONS INC. OR EMPLOYERS SIGNATORY TO THIS AGREEMENT OR WHO BECOME SIGNATORY TO THIS AGREEMENT. (SUBJECT TO CLAUSE 9.01, 9.02, AND 6.02.)
- 3.03 THE UNION AND ALL ITS MEMBERS RECOGNIZE THE SAINT JOHN MECHANICAL CONTRACTORS EMPLOYER'S ASSOCIATION INC. AS THE SOLE COLLECTIVE BARGAINING AGENT FOR ALL MEMBER

CONTRACTORS AND/OR ANY OTHER NATIONAL CONTRACTOR OR CONTRACTORS WHO REQUIRE THE SERVICES OF UNION MEMBERS IN THE PROVINCE OF NEW BRUNSWICK.

3.04

SUBCONTRACTING

THE EMPLOYER AGREES NOT TO SUBLET ANY WORK NORMALLY COVERED UNDER THIS AGREEMENT UNLESS THE CONTRACTOR TO WHOM THE WORK IS SUBLET IS UNDER AGREEMENT WITH THE UNION.

THE UNION AGREES THAT ANY MEMBER WHO WORKS FOR THEMSELF OR FOR A CONTRACTOR WHO IS NOT SIGNATORY TO THIS AGREEMENT SHALL BE CHARGED BY THEIR LOCAL UNION. FAILURE BY THE UNION TO ABIDE BY TERMS OF THIS ARTICLE SHALL CAUSE THE ARTICLE TO BE VOID.

IT IS NOT THE INTENTION OF THIS ARTICLE TO ESTABLISH WORK JURISDICTION.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 THE UNION RECOGNIZES THE RIGHT OF THE EMPLOYER TO OPERATE AND MANAGE ITS BUSINESS IN ALL RESPECTS SUBJECT TO THE TERMS OF THIS AGREEMENT.

4.02 THE UNION ACKNOWLEDGES THAT IT IS THE EXCLUSIVE FUNCTION OF THE EMPLOYER TO HIRE, PROMOTE, DEMOTE, TRANSFER AND SUSPEND EMPLOYEES AND ALSO THE RIGHT OF THE EMPLOYER TO DISCIPLINE OR DISCHARGE ANY EMPLOYEE FOR JUST CAUSE, BUT SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

AN EMPLOYEE HAS THE RIGHT TO REFUSE A TRANSFER WITHOUT BEING PENALIZED AND IF THE EMPLOYER HAS NO OTHER WORK FOR THAT PERSON, THAT PERSON SHALL BE LAID OFF.

THE EMPLOYER SHALL ONLY BE PERMITTED TO TRANSFER EMPLOYEES TO WORK COVERED UNDER THIS COLLECTIVE AGREEMENT.

TRANSFER IS DEFINED AS: THE TRANSFER OF EMPLOYEES TO OTHER COMMERCIAL OR RESIDENTIAL JOBS THE EMPLOYER MAY HAVE IN THE SAME GEOGRAPHIC AREA.

TRANSFER DOES NOT INCLUDE TRANSFER OF EMPLOYEES TO JOBS THE EMPLOYER MAY HAVE IN ANOTHER GEOGRAPHIC AREA OR THE TRANSFER OF EMPLOYEES TO INDUSTRIAL WORK, WHICH IS COVERED BY A COLLECTIVE AGREEMENT SPECIFICALLY FOR THAT TYPE OF WORK.

IN AREAS WHERE TRANSFERS ARE PERMITTED BETWEEN COMMERCIAL JOBS IT IS AGREED THAT TRANSFERS SHALL NOT DISPLACE EXISTING EMPLOYEES. EXISTING EMPLOYEES SHALL NOT BE LAID OFF FOR TEN (10) WORKDAYS AFTER A TRANSFER OF

EMPLOYEES TAKES PLACE UNLESS GENERAL LAY-OFF OCCURS FROM COMPLETION OF WORK. BEFORE A LAY-OFF OCCURS FROM MATERIAL SHORTAGE OR DESIGN CHANGE THE BUSINESS MANAGER OF THE LOCAL WILL BE CONSULTED.

- 4.03 THE EMPLOYER HAS THE EXCLUSIVE RIGHT TO APPOINT A FOREMAN AT THE FOREMAN'S HOURLY RATE OF WAGES AND WHEN REQUIRED REVERT A FOREMAN BACK TO A JOURNEY PERSON'S RATE. SHOULD ANY DISPUTE ARISE ON THE JOB OVER THE APPOINTMENT OR DEMOTION OF A FOREMAN THE EMPLOYEES MUST REMAIN ON THE JOB AND AT WORK UNTIL SUCH DISPUTE IS SETTLED UNDER THE GRIEVANCE AND ARBITRATION PROCEDURE.

ARTICLE 5 RESPONSIBILITIES

- 5.01 **UNION RESPONSIBILITIES:** THE UNION AGREES THAT THERE SHALL BE NO STRIKE, WALK-OUT, OR SLOW-DOWN ON THE PART OF ANY EMPLOYEE NOR SHALL THE UNION DECLARE, AUTHORIZE, CONDONE, OR PARTICIPATE IN A STRIKE, WALK-OUT OR SLOW-DOWN WHILE THIS AGREEMENT CONTINUES TO OPERATE.
- 5.02 **EMPLOYER RESPONSIBILITIES:** THE EMPLOYER AGREES THAT THERE SHALL BE NO LOCKOUT OF EMPLOYEES WHILE THIS AGREEMENT CONTINUES TO OPERATE.

ARTICLE 6 LOCAL LABOUR MANAGEMENT COMMITTEE

- 6.01 WHEN IN THE OPINION OF THE PARTIES TO THIS AGREEMENT CERTAIN WORK MIGHT BE SECURED OR CERTAIN JOBS REQUIRED SPECIAL CONDITIONS THAT WILL NOT PERMIT THE FULFILMENT OF ALL THE ARTICLES OF THIS AGREEMENT AND IT IS NECESSARY TO EXPEDIENT THAT WITH SOME NOTIFICATIONS OF THIS AGREEMENT SUCH WORK COULD BE SECURED OR SUCH SPECIAL CONDITIONS COULD BE ACCOMMODATED, THE LOCAL LABOUR MANAGEMENT COMMITTEE MAY MAKE SUCH ARRANGEMENTS TO GOVERN THE CHANGES AND NOTIFY THE PARTIES TO THIS SUCH AGREEMENT AND SUCH SHALL NOT BE CONSIDERED A VIOLATION OF THIS AGREEMENT.
- 6.02 A LOCAL LABOUR MANAGEMENT COMMITTEE WILL BE FORMED COMPOSED OF THREE (3) REPRESENTATIVES DESIGNATED BY THE EMPLOYER'S ASSOCIATION AND THREE (3) REPRESENTATIVES DESIGNATED BY THE UNION. A QUORUM SHALL BE TWO (2) REPRESENTATIVES OF EACH PARTY. THE COMMITTEE SHALL MEET MONTHLY AND MAY MAKE RECOMMENDATIONS CONCERNING THE ADJUSTMENT OF THE MATTERS OF CONCERN BY ANY PARTIES AND ESTABLISHMENT OF REGULATIONS GOVERNING THE CONDUCT OF THE PARTIES AND THE EMPLOYEES COVERED BY THE TERMS OF THIS AGREEMENT.

- 6.03 THE PARTIES SHALL NOTIFY EACH OTHER OF THEIR APPOINTMENTS WHO WILL SERVE UNTIL NOTIFICATION IS GIVEN OF THEIR REPLACEMENTS. THE CHAIRMAN SHALL BE CHOSEN FROM ONE GROUP AND SECRETARY FROM THE OTHER.
- 6.04 LOCAL LABOUR MANAGEMENT COMMITTEE WILL ENDEAVOUR TO MEET REGULARLY ON DATES AGREED UPON BY EACH PARTY WITH THE INTENT OF ADDRESSING CONCERNS OF EITHER PARTY.

ARTICLE 7 UNION SECURITY

- 7.01 THE EMPLOYER AGREES TO GIVE PROPERLY QUALIFIED MEMBERS OF THE UNION WITHIN THE JURISDICTION OF THE LOCAL UNION IN THE AREA WHERE THE WORK IS BEING PERFORMED FIRST PREFERENCE OF EMPLOYMENT AT ANY TIME. PROPERLY QUALIFIED MEMBERS OF THE UNITED ASSOCIATION LOCAL UNIONS WITHIN THE PROVINCE OF NEW BRUNSWICK WILL RECEIVE SECOND PREFERENCE OF EMPLOYMENT AT ANY TIME. THE UNION SHALL HAVE TWO (2) WORKING DAYS TO SUPPLY QUALIFIED UNION MEMBERS.
- 7.02 PREFERENCE WHEN ESTABLISHING OVERTIME OR SHIFT WORK, WITH EMPLOYEES PRESENTLY EMPLOYED BY THE EMPLOYER, WILL BE GIVEN TO JOURNEY PERSON IN THE PREFERENCE OUTLINED IN ARTICLE 7.01 AND WILL BE ARRANGED BEFORE WORK COMMENCES AND CREWS WILL NOT BE CHANGED AFTER WORK HAS STARTED.
- ON SPORADIC OVERTIME, CREWS PERFORMING THE WORK DURING THE REGULAR HOURS WILL CONTINUE PERFORMING THE WORK ON OVERTIME.
- WHEN ON THE JOB TRAINING IS PROVIDED BY THE EMPLOYER, IN NEW OR SPECIAL SKILLS, THE PREFERENCE FOR TRAINING WILL BE GIVEN TO MEMBERS OUTLINED IN ARTICLE 7.01.
- SPORADIC IS DEFINED AS MEANING, ON RARE OCCASIONS OR SCATTERED INSTANCES, SUCH AS WHEN WORK IS TO CONTINUE UNEXPECTEDLY AFTER THE SHIFT ENDS. IT DOES NOT APPLY TO WORK TO BE CARRIED OUT ON WEEKENDS OR HOLIDAYS.
- 7.03 THE EMPLOYER AGREES THAT IT SHALL BE A CONDITION OF EMPLOYMENT OF ALL EMPLOYEES SUBJECT TO THE TERMS OF THIS AGREEMENT THAT, AFTER THIRTY (30) DAYS CONTINUOUS EMPLOYMENT THEY SHALL PAY THE REGULAR UNION DUES. THE EMPLOYEE AGREES AS A CONDITION OF EMPLOYMENT TO GIVE WRITTEN AUTHORIZATION THAT SUCH DUES BE DEDUCTED.
- 7.04 THE EMPLOYER AGREES THAT ALL MEMBERS OF THE UNION MUST MAINTAIN THEIR MEMBERSHIP IN GOOD STANDING AS A CONDITION OF EMPLOYMENT.

7.05 THE EMPLOYER SHALL DEDUCT UNION DUES FROM THE PAY OF EACH EMPLOYEE WHO IS A MEMBER OF THE UNION AND EACH EMPLOYEE WHO IS NOT A MEMBER OF THE UNION BUT HAS BEEN EMPLOYED FOR THIRTY (30) DAYS.

7.06 SUCH DUES SHALL BE DEDUCTED FROM THE FIRST PAY PERIOD OF EACH MONTH AND SHALL BE REMITTED IN SUFFICIENT TIME SO AS TO BE RECEIVED BY THE 20TH DAY OF THE SAME MONTH IN WHICH THEY WERE DEDUCTED.

DUES ARE TO BE REMITTED TO THE TREASURER OF THE UNION OR SUCH OFFICIAL AS IS DESIGNATED BY THE UNION IN WRITING FROM TIME TO TIME.

DUES RECEIVED BY THE TREASURER OF THE UNION AFTER THE 20TH DAY OF THE MONTH IN WHICH THEY WERE DEDUCTED WILL BE CLASSED AS OVERDUE.

A DELINQUENCY ASSESSMENT OF THREE PERCENT (3%) OF THE TOTAL MONIES OVERDUE WILL BE APPLIED AGAINST THE EMPLOYER. THIS ASSESSMENT MUST BE REMITTED PRIOR TO REMITTING THE DUES FOR THE FOLLOWING MONTH.

IF DUES ARE NOT RECEIVED BY THE TREASURER OF THE UNION AT THE END OF THE MONTH, THE THREE PERCENT (3%) ASSESSMENT WILL CONTINUE TO APPLY FOR EACH MONTH THEREAFTER UNTIL SUCH DUES ARE RECEIVED.

THE UNION WILL TAKE LEGAL ACTION AGAINST AN EMPLOYER WHO FAILS TO REMIT DUES IN THE SAME MONTH IN WHICH THEY ARE DEDUCTED AND THE COST OF SUCH ACTION WILL BE BORNE BY THE EMPLOYER.

FAILURE TO REMIT DUES IN TIME MAY ALSO BE THE CAUSE FOR EMPLOYEES TO BE REMOVED FROM THE JOB SITE BY THE BUSINESS MANAGER.

TO BE REVIEWED MONTHLY BY THE FINANCIAL SECRETARY
TREASURER OF LOCAL 213.

SUCH ACTION WILL NOT BE CONSIDERED A VIOLATION OF THIS AGREEMENT.

7.07 SUCH PAYMENTS WILL BE ACCOMPANIED BY A LIST OF THE NAMES OF THE EMPLOYEES, SOCIAL INSURANCE NUMBER AND LOCAL UNION TO WHICH THE MEMBER BELONGS, FROM WHOM THE DEDUCTIONS HAVE BEEN MADE, AND BE REMITTED ON THE PROPER FORMS SUPPLIED FOR THIS PURPOSE.

7.08 THE EMPLOYER AGREES THAT TRANSFERRING EMPLOYEES FROM THE AREA COVERED BY THE COMMERCIAL AGREEMENT TO JOBS THE EMPLOYER MAY HAVE IN THE AREA COVERED BY THE INDUSTRIAL AGREEMENT IS NOT PERMITTED.

EMERGENCY SERVICE WORK IN AN INDUSTRIAL PLANT IS NOT DEEMED A TRANSFER.

THE EMPLOYER HAS THE RIGHT TO MOVE ONE KEY EMPLOYEE PER COMPANY TO ANY JOB SITE, INDUSTRIAL OR COMMERCIAL IN THE GEOGRAPHIC AREA.

ARTICLE 8 HIRING AND TERMINATION

8.01 THE EMPLOYER OR HIS / HER REPRESENTATIVE SHALL BE PERMITTED TO CONTACT THE MEMBERS AT THEIR HOME FOR EMPLOYMENT.

THE EMPLOYER RECOGNIZES THE UNION AS THE SOURCE OF MEMBERS FOR EMPLOYMENT.

THE EMPLOYER MAY NAME HIRE THE FIRST FIVE (5) JOURNEYMEN PER COMMERCIAL PROJECT. THE REMAINING SHALL BE HIRED ON THE BASIS OF ONE (1) SELECTED BY THE UNION FROM THE QUALIFIED MEMBERS' LIST AND ONE (1) SELECTED BY THE EMPLOYER. THE PARTIES AGREE THAT MEMBERS NOT REQUIRING BOARD OR TRAVEL WILL BE CONSIDERED WHEN HIRING FOR PROJECTS.

NOTHING SHALL PROHIBIT THE EMPLOYER FROM TRANSFERRING EMPLOYED MEMBERS, DEFINED AS THOSE EMPLOYED WITH THE EMPLOYER FOR AT LEAST TEN (10) BUSINESS DAYS TO MEET MANPOWER REQUIREMENTS.

EMPLOYERS, PROVIDED NOTIFICATION IS GIVEN TO THE LOCAL UNION AND ACCREDITED EMPLOYER'S ASSOCIATION WHERE THE WORK IS BEING DONE, MAY HIRE TWO (2) UNITED ASSOCIATION JOURNEY PERSONS FROM OUTSIDE THE LOCAL UNION, EITHER LOCAL # 213 OR # 325, AS THE CASE MAY BE. EMPLOYERS ARE LIMITED TO HIRING TWO SUCH PERSONS PER PROJECT TO A MAXIMUM OF THREE (3) PROJECTS AT ANY ONE TIME. THESE TWO (2) MEMBERS HIRED WILL BE CONSIDERED PART OF THE FIVE (5) UNION MEMBERS NAME HIRED AS PER THIS ARTICLE ABOVE AND ARE NOT SUBJECT TO TRANSFER.

8.02 THE EMPLOYER AGREES THAT NO UNITED ASSOCIATION MEMBER SHALL BE HIRED WITHOUT A WORK REFERRAL SLIP FROM THE UNION OFFICE OR DESIGNATED UNION OFFICIAL AND BE IN POSSESSION OF CERTIFICATES OF QUALIFICATION AND LICENSES FOR THE WORK REQUIRES AND A N.B.S.C.A. PASSPORT WITH CURRENT STICKERS FOR CONSTRUCTION SAFETY ORIENTATION, W.H.M.I.S., FALL PROTECTION, CONFINED SPACE AND ANY OTHER CURRENT STICKERS DEEMED NECESSARY AND MUTUALLY AGREED TO AS BY THE EMPLOYER'S ASSOCIATION AND THE UNION FOR THE WORK REQUIRED. THE UNION AGREES TO GIVE A WORK

REFERRALSLIP TO ANYONE HIRED UNDER THE TERMS OF THIS AGREEMENT. ANY UNITED ASSOCIATION MEMBER HIRED UNDER THE TERMS OF THIS AGREEMENT SHALL NOT WORK UNDER THE TERMS AND CONDITIONS OF ANY OTHER AGREEMENT SUBJECT TO CLAUSE 4.02. THE WORK REFERRAL SLIP SHALL CONTAIN THE PERMANENT ADDRESS OF THE EMPLOYEE.

AN EMPLOYEE WHO HAS BEEN REFERRED AS A WELDER SHALL NOT BE EMPLOYED AS A PIPEFITTER OR VICE-VERSA UNLESS HE/SHE IS QUALIFIED AND PRIOR APPROVAL OF THE BUSINESS MANAGER IS OBTAINED.

8.03 ALL APPRENTICES SHALL BE EMPLOYED IN ACCORDANCE WITH THE PROVISIONS OF THE APPRENTICESHIP AND OCCUPATIONAL CERTIFICATIONS ACT.

THE EMPLOYER WILL EMPLOY APPRENTICES WHEN AVAILABLE IN THE RATIO OUTLINED IN ARTICLE 8.05.

THE BUSINESS MANAGER WHEN RECEIVING CALLS AT, THE UNION OFFICE FOR MORE THAN FIVE (5) JOURNEY PERSONS SHALL DISPATCH AN APPRENTICE FOR EMPLOYMENT, WHEN AVAILABLE.

APPRENTICES WHEN EMPLOYED WILL BE UNDER THE INSTRUCTION OF A JOURNEY PERSON PIPEFITTER, PLUMBER, OR WELDER AT ALL TIMES, EXCEPT A FOURTH YEAR APPRENTICE.

WELDER APPRENTICES MAY WORK WITHOUT THE SUPERVISION OF A JOURNEY PERSON WELDER WITHIN THE PARAMETERS OF THEIR QUALIFICATIONS.

8.04 THE EMPLOYER FOR THE FIRST JOURNEY PERSON PLUMBER EMPLOYED SHALL BE PERMITTED TO EMPLOY ONE (1) PLUMBER APPRENTICE.

THE PERMITTED RATIO ON ONE (1) JOURNEY PERSON TO ONE (1) APPRENTICE SHALL APPLY UP TO A MAXIMUM OF FIFTEEN (15) JOURNEY PERSONS' OF EACH TRADE QUALIFICATION AFTER WHICH THE RATIO OF JOURNEY PERSONS TO APPRENTICES SHALL BE FIVE (5) TO ONE (1).

THE PERMITTED RATIO OF WELDER APPRENTICES TO JOURNEY PERSON WELDERS SHALL BE ONE (1) WELDER APPRENTICE TO EIGHT (8) JOURNEY PERSON WELDERS.

EMPLOYERS REQUIRING PERSONS FOR APPRENTICES ARE TO BE HIRED FROM THE LIST ON FILE IN THE UNION OFFICE. THE LIST IS TO BE MADE AVAILABLE TO THE EMPLOYER ON REQUEST.

NEW APPRENTICES MUST HAVE A WORK REFERRAL SLIP FROM THE UNION OFFICE BEFORE BEING HIRED.

8.05 WHERE EMPLOYMENT IS TERMINATED BY THE EMPLOYER, THE EMPLOYEE SHALL BE GIVEN TWO (2) HOURS NOTICE AT THE END OF THE SHIFT. SUCH EMPLOYEE WILL BE PAID IN FULL ON THE NEXT PAY PERIOD.

8.06 SHOULD IT BECOME NECESSARY FOR AN EMPLOYER TO REDUCE HIS\HER WORKING FORCE, THEN THE EMPLOYER SHALL TERMINATE THE EMPLOYMENT IN THE FOLLOWING SEQUENCE:

(1) EMPLOYEES HAVING NO PREFERENCE OF EMPLOYMENT.

(2) EMPLOYEES HAVING SECOND PREFERENCE EMPLOYMENT.

(3) EMPLOYEES HAVING FIRST PREFERENCE OF EMPLOYMENT.

ARTICLE 9 WORK TIME

9.01 DAY SHIFT

REGULAR WORKING DAYS SHALL BE FROM MONDAY TO FRIDAY INCLUSIVE, EXCLUDING HOLIDAYS. HOLIDAYS SHALL MEAN THOSE DAYS HEREINAFTER SPECIFIED SO TO BE. REGULAR WORKING HOURS, MONDAY TO FRIDAY, WHICH SHALL CONSTITUTE THE DAY SHIFT SHALL BE FROM 8AM TO 4:30PM WITH ONE HALF HOUR FOR LUNCH FROM 12 NOON TO 12:30PM.

WHEN IT IS MUTUALLY ADVANTAGEOUS FOR THE UNION AND THE EMPLOYER ON A PARTICULAR JOB SITE TO CHANGE THE ABOVE NOTED HOURS OF WORK OR HOLIDAYS OR TO INSTITUTE A COMPRESSED WORK WEEK THE UNION AND THE EMPLOYER SHALL JOINTLY MEET AND ESTABLISH THE CONDITIONS TO BE IMPLEMENTED AND WHEN SUCH CHANGES ARE AGREED TO IT SHALL NOT BE DEEMED A VIOLATION OF THIS AGREEMENT.

WHEN WORK IS SCHEDULED FOR SATURDAY, SUNDAY, OR A HOLIDAY, THE REGULAR HOURS OF WORK FOR THE DAY SHIFT SHALL BE FROM 8AM TO 4:30PM WITH ONE HALF HOUR FOR LUNCH FROM 12 NOON TO 12:30PM. THE SCHEDULE FOR SUCH WORK SHALL BE POSTED BY THE EMPLOYER NOT LATER THAN TWENTY-FOUR (24) HOURS PRIOR TO THE COMMENCEMENT OF THE SCHEDULED WORK.

WHEN WORK IS SCHEDULED FOR THESE DAYS THE EMPLOYEE SHALL BE PAID FOR LUNCH BREAK AT THE SAME HOURLY RATE AS IS APPLICABLE FOR WORK THAT DAY.

WORK OF AN EMERGENCY NATURE CAN BE PERFORMED DURING THE LUNCH BREAK AT NO ADDITIONAL COST; HOWEVER, TIME WILL BE GIVEN TO EMPLOYEES TO EAT LUNCH AT A LATER PERIOD AT NO LOSS OF PAY.

WHEN THE EMPLOYER REQUESTS THE STARTING TIME OF THE DAY SHIFT TO BE CHANGED FROM 8AM TO AN EARLIER STARTING TIME THE DETAILS WILL BE GIVEN TO THE BUSINESS MANAGER AND THE EMPLOYEES (IF ANY) AND A SATISFACTORY ARRANGEMENT ON THE HOURS AND PAY RATE WILL BE OBTAINED BEFORE ANY CHANGES OCCUR.

THIS CLAUSE SHALL NOT BE TAKEN AS A LICENSE TO STAGGER LUNCH BREAKS.

FAILURE TO POST THE NOTICE IN SUFFICIENT TIME OF WORK ON THESE DAYS WILL BE CAUSE FOR MEALS TO BE SUPPLIED TO EMPLOYEES UNDER ARTICLE 14.14.

"THE EMPLOYER SHALL HAVE THE PREROGATIVE TO VARY THE START/QUIT TIME BY UP TO ONE HOUR. THE EMPLOYER MAY SCHEDULE THE REGULAR WORK WEEK IN FOUR CONSECUTIVE TEN (10) HOUR DAYS AT STRAIGHT TIME RATES OF PAY. THE FOUR TEN (10) HOUR DAYS SHALL BE SCHEDULED DURING A MONDAY TO THURSDAY OR TUESDAY TO FRIDAY PERIOD. SUCH COMPRESSED WORK WEEKS MAY BE WORKED AS SHIFT WORK AND PREMIUMS WILL APPLY FOR AFTERNOON SHIFTS.

A FIFTEEN (15) MINUTE REST BREAK SHALL BE TAKEN AT THE MID POINT OF EACH HALF SHIFT AND A ONE-HALF HOUR MEAL BREAK SHALL BE TAKEN AT THE MID POINT OF EACH SHIFT.

IF THE PROJECT REQUIRES THAT THE FOUR TEN (10) HOUR DAYS BECOMES FIVE TEN (10) HOUR DAYS, THEN THE EMPLOYER SHALL REVERT BACK TO NORMAL REGULAR WORKING HOURS WITH OVERTIME.

WHEN WORKING A COMPRESSED WORK WEEK, TRAVEL AND/OR BOARD ALLOWANCES WILL BE PAID FOR FIVE DAYS AFTER THIRTY -SIX (36) HOURS AT REGULAR RATE OF PAY HAS BEEN WORKED INCLUDING THE COMPLETION OF WORK ON THE LAST FOUR (4) HOURS OF THE FINAL DAY OF THE REGULAR SHIFT UNDER THIS ARTICLE.

UNDER NO CONDITIONS SHALL THE WORK TIME OF A FOUR TEN HOUR DAY SYSTEM BE LESS THAN THAT OF A REGULAR WORK WEEK".

9.02

SECOND SHIFT

THE EMPLOYER MAY WORK SHIFT WORK (INVOLVING TWO OR MORE SHIFTS) ON A PARTICULAR JOB.

THE SECOND SHIFT SHALL COMMENCE AT THE END OF THE DAY SHIFT UNLESS SPECIAL CIRCUMSTANCES EXIST AND AGREEMENT IS REACHED BETWEEN THE UNION AND THE EMPLOYER.

THE HOURS FOR THE SECOND SHIFT SHALL BE AS FOLLOWS, 4:30 PM TO 1:00 AM WITH A ONE-HALF HOUR LUNCH BREAK UNPAID

THE EMPLOYER MAY AFTER CONSULTATION WITH THE BUSINESS MANAGER START ANOTHER SHIFT PRIOR TO THE END OF THE SECOND SHIFT. EMPLOYEES SHALL BE PAID FOR EIGHT (8) HOURS WHEN FULL SHIFT HOURS ARE WORKED. LUNCH BREAK WILL BE UNPAID.

SHIFT PREMIUM FOR OTHER THAN DAY SHIFT SHALL BE FIFTEEN PERCENT (15%) ABOVE THE REGULAR HOURLY RATE OF PAY ON ALL HOURS WORKED.

WHEN SHIFT WORK IS INSTITUTED, THE SHIFT MUST CONTINUE FOR AT LEAST THREE (3) CONSECUTIVE REGULAR WORKING DAYS. SHOULD THE SHIFT BE CANCELLED PRIOR TO THE COMPLETION OF THREE (3) CONSECUTIVE WORKING DAYS EMPLOYEES SHALL BE PAID DOUBLE THE HOURLY RATE PLUS SHIFT PREMIUM FOR ALL HOURS WORKED.

IT IS INTENDED THAT ONCE AN EMPLOYEE IS HIRED FOR OR TRANSFERRED TO A PARTICULAR SHIFT, HE/SHE WILL COMPLETE AT LEAST THREE (3) FULL CONSECUTIVE WORKING DAYS ON THAT SHIFT OR BE PAID DOUBLE THE HOURLY RATE PLUS SHIFT PREMIUM FOR ALL HOURS WORKED.

WHEN SHIFT WORK IS SCHEDULED FOR A SATURDAY AND IS CANCELLED, NOTICE MUST BE GIVEN DURING THE SHIFT ON THURSDAY, WHEN WORK IS SCHEDULED FOR A SUNDAY IS CANCELLED, NOTICE OF CANCELLATION MUST BE GIVEN TO THE EMPLOYEES DURING THE SHIFT ON FRIDAY. ANY HOURS WORKED IN EXCESS OF THE ABOVE NOTED SHIFT HOURS SHALL CONSTITUTE OVERTIME AND PAID ACCORDINGLY BUT DO NOT FORM PART OF THE THREE (3) DAYS CONSTANT.

WHEN SHIFT WORK IS SCHEDULED FOR A SATURDAY, SUNDAY OR A HOLIDAY, THE SCHEDULE FOR SUCH WORK SHALL BE POSTED BY THE EMPLOYER NOT LATER THAN TWENTY-FOUR (24) HOURS PRIOR TO THE COMMENCEMENT OF THE SCHEDULED WORK. WHEN WORK IS SCHEDULED FOR THESE DAYS THE EMPLOYEE SHALL BE PAID FOR LUNCH BREAKS AT THE SAME HOURLY RATE AS IS APPLICABLE FOR WORK THAT DAY.

FAILURE TO POST THE NOTICE IN SUFFICIENT TIME OF WORK ON THESE DAYS WILL BE CAUSE FOR MEALS TO BE SUPPLIED TO EMPLOYEES UNDER ARTICLE 14.14.

WORKING HOURS IN EXCESS OF THE SHIFT HOURS IS VOLUNTARY AND NO PENALTY SHALL BE PLACED UPON THE EMPLOYEE FOR NOT WORKING THEM.

9.03 THE SHIFT RATE FOR EMPLOYEES WORKING OTHER THAN DAY SHIFT SHALL BE FIFTEEN PERCENT (15%) ABOVE THE REGULAR HOURLY RATE OF PAY ON ALL HOURS WORKED.

HOURS WORKED IN EXCESS OF THE SHIFT HOURS SHALL BE

PAID AT THE APPLICABLE HOURLY RATE OF PAY. THE SHIFT PREMIUM SHALL BE PAID FOR ALL HOURS WORKED.

THE EMPLOYER WILL MAKE EVERY EFFORT IN CHANGING SHIFTS NOT TO FINANCIALLY DISADVANTAGE EMPLOYEES REQUIRED TO CHANGE SHIFTS.

NOTE: THE SHIFT RATE SHALL BE THE REGULAR RATE OF PAY AS PER ARTICLE 10.01. THE SHIFT PREMIUM OF 15% SHALL BE PAID ON ALL HOURS WORK. THE OVERTIME RATE SHALL BE PAID AT THE APPLICABLE HOURLY RATE AS PER ARTICLE 10.01.

- 9.04 SHIFT WORK (SECOND AND/OR THIRD SHIFT) WORKED PRIOR TO 8AM ON A SATURDAY OR A HOLIDAY SHALL BE CONSIDERED TO HAVE BEEN WORKED ON THE PREVIOUS DAY.
- 9.05 A REST PERIOD OF EIGHT (8) HOURS SHALL PREVAIL BETWEEN WORK PERIODS OR OVERTIME RATES SHALL PREVAIL.
- 9.06 ALL OVERTIME SHALL BE ON A STRICTLY VOLUNTARY BASIS. WHEN AN EMPLOYEE OF HIS OWN VOLITION DECLINES TO WORK OVERTIME, IT SHALL NOT BE DEEMED A VIOLATION OF THE INDUSTRIAL RELATIONS ACT.
- 9.07 THE FOLLOWING DAYS SHALL BE CLASSES AS HOLIDAYS:

NEW YEAR'S DAY
FAMILY DAY
GOOD FRIDAY
VICTORIA DAY
CANADA DAY
NEW BRUNSWICK DAY
LABOUR DAY
THANKSGIVING DAY
REMEMBRANCE DAY
CHRISTMAS DAY
BOXING DAY

ADDITIONALLY, IF WORK IS PERFORMED ON THESE HOLIDAYS, SUCH WORK SHALL BE PAID AT DOUBLE THE REGULAR HOURLY RATE OF PAY. IF A PREMIUM IS APPLICABLE IT SHALL BE PAID FOR ALL HOURS WORKED.

- 9.08 HOLIDAYS SHALL ALSO INCLUDE SUCH OTHER DAYS AS MAY BE PROCLAIMED BY THE PROVINCIAL OR FEDERAL AUTHORITY AS A STATUTORY HOLIDAY. IN THE EVENT ANY SUCH DAY FALLS ON A SATURDAY OR SUNDAY, THE FOLLOWING MONDAY SHALL BE DEEMED THE HOLIDAY.

9.09 ON A 5 DAY 8 HOUR WORK SCHEDULE THE FIRST 8 HOURS SHALL BE AT THE STRAIGHT TIME HOURLY RATE. FROM THE 8TH HOUR TO THE 12TH HOUR SHALL BE PAID AT TIME AND ONE HALF THE HOURLY RATE. ALL HOURS WORKED AFTER THE 12TH HOUR SHALL BE PAID AT DOUBLE THE HOURLY RATE. WORK ON SATURDAY SHALL BE PAID AT TIME AND ONE HALF FOR THE FIRST 10 HOURS. ALL HOURS WORKED BEYOND THE 10TH HOUR SHALL BE PAID AT DOUBLE THE HOURLY RATE.

ON A 4 DAY, 10 HOUR SCHEDULE THE FIRST 10 HOURS SHALL BE PAID AT THE STRAIGHT TIME WAGES. FROM THE 10TH HOUR TO THE 12TH HOUR SHALL BE PAID AT THE TIME AND ONE HALF THE HOURLY WAGES. ALL HOURS WORKED BEYOND THE 12TH HOUR SHALL BE PAID AT DOUBLE THE HOURLY RATE. THE FIRST 10 HOURS WORKED ON FRIDAY AND SATURDAY SHALL BE PAID AT TIME AND ONE HALF THE HOURLY RATE. ALL HOURS WORKED AFTER THE 10TH HOUR ON FRIDAY OR SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE. ALL HOURS WORKED ON SUNDAY OR HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE.

9.09 (A) **RESIDENTIAL ONLY:**

IF IN ORDER TO FINISH UP A JOB, THE EMPLOYEE MAY WORK ONE (1) ADDITIONAL HOUR AT STRAIGHT TIME NOT TO EXCEED A MAXIMUM OF FOUR (4) HOURS IN ANY WEEK. IF OVERTIME IS SCHEDULED THE FIRST THREE (3) HOURS WILL BE PAID AT TIME AND ONE• HALF NOT TO EXCEED A MAXIMUM OF FIFTEEN (15) HOURS IN ANY WEEK.

WORK SCHEDULED FOR SATURDAY WILL BE PAID FOR AT TIME AND ONE-HALF.

ALL WORK PERFORMED BEYOND THREE (3) HOURS OVERTIME MONDAY TO FRIDAY AND ON SATURDAY AFTERNOON, SUNDAY, OR A HOLIDAY SHALL BE PAID FOR AT DOUBLE TIME.

9.10 ANY EMPLOYEE WHO IS CALLED OUT AND REPORTS FOR WORK AFTER COMPLETING HIS/HER REGULAR HOURS OR ON THE WEEK-END SHALL BE PAID A MINIMUM OF TWO (2) HOURS AT OVERTIME RATE.

9.10 (A) **SERVICE WORK ONLY:**

EMPLOYEES CALLED OUT FOR SERVICE SHALL BE PAID A MINIMUM OF ONE (1) HOUR AT DOUBLE TIME RATES.

9.11 IF AN EMPLOYEE MEETS WITH AN ACCIDENT DURING WORKING HOURS AND AVAILABLE MEDICAL ADVICE OR PROPER MEDICAL CONSIDERATIONS DEEM IT UNSAFE FOR HIM\HER TO CONTINUE HIS\HER WORK HE\SHE SHALL BE PAID AT THE APPLICABLE RATES FOR ALL HOURS WORKED UP TO THE TIME OF THE ACCIDENT AND SHALL ALSO RECEIVE ANY OTHER APPLICABLE DAILY ALLOWANCES. IF IT IS NOT A LOST TIME ACCIDENT COVERED BY WORK SAFE NEW BRUNSWICK, HE\SHE SHALL ALSO BE PAID FOR THE REMAINING UNWORKED NORMAL HOURS FOR THAT DAY.

THE EMPLOYEE'S FOREMAN AND SHOP STEWARD WILL BE NOTIFIED. THE SHOP STEWARD AND THE COMPANY REPRESENTATIVE SHALL ENSURE THAT THE APPROPRIATE ACCIDENT FORMS ARE PREPARED BY THE COMPANY AND SENT IN.

ARTICLE 10 WAGES

10.01 COMMERCIAL

THE HOURLY RATE OF PAY FOR A JOURNEY PERSON SHALL BE AS FOLLOWS:

	CURRENT	NOV 1 ST 2020	NOV 7 TH 2021	NOV 6 TH 2022	NOV 5 TH 2023	NOV 3 RD 2024
HOURLY RATE	\$ 29.75	\$30.01	\$30.41	\$30.87	\$31.31	\$31.90
VACATION PAY	\$ 3.27	\$ 3.30	\$ 3.35	\$ 3.39	\$ 3.45	\$ 3.51
TRAINING FUND	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
HEALTH & WELFARE	\$ 3.31	\$ 3.36	\$ 3.41	\$ 3.41	\$ 3.41	\$ 3.51
PENSION	\$ 5.29	\$ 5.54	\$ 5.79	\$ 6.04	\$ 6.29	\$ 6.54
S.J.M.C.E.A.	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
NATIONAL ORGANIZING		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
MAP		\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
HELMETS TO HARDHATS		\$ 0.01	\$0.01	\$0.01	\$0.01	\$0.01
TOTAL PACKAGE	\$ 42.42	\$43.17	\$43.92	\$44.67	\$45.42	\$46.42

ADDITIONAL INFORMATION

SUPERVISION RATES OF PAY	10.03
BOARD & TRAVEL ALLOWANCE	19.01
OVERTIME PREMIUMS	9.10
SHIFT PREMIUMS	9.03
LEGAL HOLIDAYS	9.07

DEDUCTIONS FROM EMPLOYEES

UNION DUES	7.06
PENSION TRUST FUND	20.17
FIELD DUES	20.19

EMPLOYER CONTRIBUTIONS

MGMT ADMIN & IND PROMO FUND	20.01
TRAINING TRUST FUND	20.03
HEALTH & WELFARE TRUST FUND	20.05
PENSION TRUST FUND	20.07

10.02

THE HOURLY RATE OF PAY FOR AN APPRENTICE SHALL CONFORM WITH THE SCHEDULE PROCLAIMED UNDER THE APPRENTICESHIP AND OCCUPATIONAL CERTIFICATION ACT.

1 – 900 HRS	50% OF A JOURNEY PERSONS RATE
901 -1800 HRS	55% OF A JOURNEY PERSONS RATE
1801 – 2700 HRS	60% OF A JOURNEY PERSONS RATE
2701 – 3600 HRS	65% OF A JOURNEY PERSONS RATE
3601 – 4500 HRS	70% OF A JOURNEY PERSONS RATE
4501 – 5400 HRS	75% OF A JOURNEY PERSONS RATE
5401 – 6300 HRS	80% OF A JOURNEY PERSONS RATE
6301 – 7200 HRS	85% OF A JOURNEY PERSONS RATE

THE SCHOOLING SHOULD BE IN FAIR RATIO TO HOURS WORKED.

IT IS THE RESPONSIBILITY OF THE APPRENTICE AND THE EMPLOYER TO MAINTAIN THE APPRENTICESHIP BOOK.

10.03 THE HOURLY RATE OF FOREMAN SHALL BE A MINIMUM OF \$4.00 ABOVE THE HOURLY JOURNEY PERSONS RATE AND THE HOURLY RATE FOR GENERAL FOREMAN SHALL BE \$6.00 ABOVE THE HOURLY JOURNEY PERSONS RATE.

A FOREMAN AND GENERAL FOREMAN WILL RECEIVE SHIFT PREMIUMS AS NOTED IN ARTICLE 9.03.

10.04 LUNCH OR MEAL PERIODS SHALL NOT BE PAID BY THE EMPLOYER ON NORMAL DAYS MONDAY TO FRIDAY, HOWEVER SHOULD IT BECOME NECESSARY TO WORK THROUGH THE MEAL OR LUNCH PERIODS MONDAY THROUGH FRIDAY, HE OR SHE WILL RECEIVE THEIR BREAK AT THE SOONEST AVAILABLE TIME.

ARTICLE 11 TIME AND METHOD OF PAY

11.01 WAGES ARE TO BE PAID WEEKLY BY CHEQUE, OR DIRECT DEPOSIT
WAGES ARE DEFINED AS:

ALL MONIES EARNED OR TO BE PAID TO AN EMPLOYEE FOR SERVICES RENDERED TO AN EMPLOYER.

WAGES INCLUDE VACATION AND HOLIDAY PAY, AND THE EMPLOYER CONTRIBUTIONS TO THE TRUST FUNDS OUTLINED IN ARTICLE 20 MADE ON BEHALF OF THE EMPLOYEE EVEN THOUGH THESE BENEFITS ARE NOT ACTUALLY CONTAINED IN THE WEEKLY PAY CHEQUE.

11.02 THE EMPLOYER SHALL PAY EACH EMPLOYEE EITHER DIRECT DEPOSIT OR BY CHEQUE EVERY WEEK DURING THE REGULAR HOURS OF WORK, ANY SHORTAGE IN PAY WILL BE CORRECTED BY THE NEXT PAY PERIOD.

ALL DEDUCTIONS MUST BE CLEARLY SHOWN. IF PAID BY CHEQUE, THE EMPLOYER SHALL PAY ON THURSDAY BY 2:30 PM OF EACH WEEK. EMPLOYEES ON SHIFT WORK SHALL BE PAID BY CHEQUE ON WEDNESDAY.

IF A HOLIDAY SHOULD FALL ON FRIDAY, THEN THE EMPLOYEE SHALL BE PAID BY CHEQUE OR DIRECT DEPOSIT ON WEDNESDAY OR IN CASH BY NOON ON THURSDAY.

IF A BANK IS NOT PROVIDED WITHIN FIFTEEN (15) MILES OF THE JOB SITE, OR IF THE CHEQUE FAILS TO ARRIVE ON TIME, THEN SUFFICIENT TIME OR SUITABLE ARRANGEMENTS MUST BE PROVIDED TO CASH SAME.

11.03 IN THE FIRST INSTANCE, WHEN IT IS EVIDENT THAT EMPLOYEES HAVE NOT RECEIVED THEIR REGULAR WAGES OWED TO THEM BY THE EMPLOYER, THE BUSINESS MANAGER OF THE LOCAL UNION SHALL TAKE IMMEDIATE ACTION BY PLACING A LIEN UNDER THE NEW BRUNSWICK MECHANICS LIEN ACT AGAINST THE COMPANY TO RECOVER SUCH WAGES.

THE BUSINESS MANAGER SHALL COMPLETE FORM 4 (MECHANICS LIEN ACT R.S.N.B. 1973-CM6-S20 (3) AND FORM 5, WITHIN 30 DAYS OF EMPLOYEES PERFORMING THE LAST WORK FOR WHICH WAGES WERE PAID.

11.04 BOARD, TRAVELING TIME OR ANY EXPENSE INCURRED IN TRAVELING SHALL NOT BE DEDUCTED FROM THE HOURLY RATE OF PAY.

11.05 AN EARNING STATEMENT SHALL ACCOMPANY EACH PAYMENT OF WAGES GIVING THE NAME OF THE EMPLOYER, THE NAME OF THE EMPLOYEE, THE DATE OF PAYMENT AND THE WORK PERIOD CORRESPONDING TO THE PAYMENT. THE STATEMENT SHALL SHOW PARTICULARS OF THE NUMBER OF HOURS WORKED AT THE REGULAR, OVERTIME, PREMIUM AND OTHER RATES SUCH AS ROOM, BOARD AND TRAVEL ALLOWANCES, THE GROSS AMOUNT OF WAGES, THE AMOUNT OF VACATION PAY, THE AMOUNT OF THE EMPLOYER'S AND THE EMPLOYEE'S SHARE OF THE UNION PENSION PLAN AND THE AMOUNT OF THE EMPLOYER'S SHARE OF THE WELFARE PLAN.

IF PAYMENT IS MADE BY CHEQUE, THE EARNINGS STATEMENT MAY BE THE CHEQUE STUB IF THE REQUIRED INFORMATION IS SET OUT ON THE STUB.

A MONTHLY RECORD OF THE ACCUMULATED HOURS TO DATE, THE NATURE OF EACH DEDUCTION OR CHECK-OFF TO BE ISSUED TO THE EMPLOYEES.

ALL CHEQUES SHALL BE ISSUED TO EMPLOYEES ENCLOSED IN AN INDIVIDUAL ENVELOPE.

ARTICLE 12 VACATIONS AND HOLIDAY PAY

12.01 THE EMPLOYER AGREES TO PAY ELEVEN PERCENT (11%) VACATION PAY AND HOLIDAY PAY OF THE APPLICABLE HOURLY RATE OF THE EMPLOYEE.

12.02 THE EMPLOYER SHALL SHOW ALL NECESSARY VACATION PAY CALCULATIONS AND THE NET AMOUNT DUE ON THE EMPLOYEE'S WEEKLY PAY CHEQUE. PAYMENT OF VACATION PAY SHALL BE INCLUDED IN THE EMPLOYEE'S WEEKLY PAY CHEQUE.

ARTICLE 13 SELF EMPLOYED MEMBERS

- 13.01 ANY MEMBER, WHO BEING THE HOLDER OF A PROVINCIAL PLUMBING CONTRACTOR'S LICENSE AND ENTERS BUSINESS FOR HIM OR HERSELF TO PERFORM WORK THAT FALLS UNDER THE PROVISIONS OF THIS AGREEMENT, MUST BECOME SIGNATORY TO THIS AGREEMENT AND SHALL NOT PARTICIPATE IN UNION AFFAIRS.

ARTICLE 14 JOB CONDITIONS

- 14.01 THE EMPLOYER SHALL PROVIDE WHEN REQUIRED ILLUMINATED, HEATED, NON- MECHANICAL VENTILATED QUARTERS ON THE JOB SITE IN WHICH EMPLOYEES MAY CHANGE CLOTHES AND EAT LUNCH.

THESE QUARTERS WILL NOT BE USED TO STORE TOOLS OR MATERIAL NOR BE USED AS A JOB OFFICE.

WHERE PRACTICAL, A TEMPORARY PARTITION WILL BE ERECTED WHEN REQUIRED BY THE UNION TO SEPARATE SMOKING AND NON-SMOKING SECTIONS.

THE ABOVE QUARTERS MUST BE ACCEPTABLE TO BOTH PARTIES. THESE QUARTERS WILL NOT BE USED TO STORE TOOLS OR MATERIALS NOR BE USED AS A JOB OFFICE.

IF A DISPUTE ARISES OVER THE DEFINITION OF ADEQUATE LUNCHROOM FACILITIES, IT SHALL BE SUBMITTED TO THE LOCAL LABOUR-MANAGEMENT COMMITTEE FOR A DECISION.

- 14.02 WHEN IT IS NOT THE RESPONSIBILITY OF THE OWNER OR THE GENERAL CONTRACTOR, THE EMPLOYER SHALL PROVIDE ADEQUATE AND SANITARY TOILET FACILITIES WITH SOAP AND PAPER TOWELS ON ALL JOBS IN ACCORDANCE WITH SECTIONS 5 AND 6 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 91-191.

THESE FACILITIES ARE TO BE KEPT CLEAN AT ALL TIMES.

- 14.03 THE EMPLOYER SHALL SUPPLY AND PROVIDE ADEQUATE AND SANITARY DRINKING WATER FACILITIES IN THE LUNCHROOMS AND AT THE WORK AREAS ON ALL JOBS.

ICE WATER WILL BE SUPPLIED WHEN CONDITIONS WARRANT AND WHEN REASONABLY AVAILABLE.

SECTION 4 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 91-191 SHALL APPLY TO THIS CLAUSE.

- 14.04 EMPLOYEES WORKING IN AN AREA OF CAUSTIC POWDERS, SOOT, GREASE OR OTHER HARMFUL PRODUCTS SHALL BE SUPPLIED OVERALLS ON A DAILY BASIS. CLOTHING OR FOOTWEAR OF AN

EMPLOYEE RUINED OR DESTROYED AS A RESULT OF THE TYPE OF WORK HE/SHE IS ENGAGED IN SHALL BE REPLACED, OR REPAIRED AND CLEANED, BY EMPLOYERS.

ENGAGED IN SHUT DOWN WORK SHALL SUPPLY PROTECTIVE CLOTHING DAILY TO EMPLOYEES.

A CLAIM FOR CLOTHING LOST, DAMAGED OR DESTROYED MUST BE FILED WITHIN TWO (2) WORKING DAYS OF THE LOSS, DAMAGE OR DESTRUCTION UNLESS GOOD REASON CAN BE SHOWN FOR NOT HAVING DONE SO.

CLOTHING DAMAGED OR DESTROYED DUE TO WELDING WILL NOT BE REPLACED IF WELDERS ARE WORKING WITHOUT PROTECTIVE CLOTHING SUPPLIED BY THE EMPLOYER.

NO EMPLOYEE SHALL PROVIDE ANY TOOLS OR TAPES DURING THE COURSE OF HIS/HER EMPLOYMENT.

EMPLOYEES WHO CONSTANTLY ABUSE, MISUSE OR LOSE TOOLS ISSUED TO THEM MAY BE SUBJECT TO DISCIPLINARY ACTION.

TOOLS DAMAGED OR STOLEN ARE TO BE REPAID OR REPLACED BY THE EMPLOYER.

14.05 THE EMPLOYER SHALL PROVIDE WELDING MITTS TO WELDERS AND LEATHER FACED WORKING GLOVES TO PIPEFITTERS WHEN REQUIRED AND WHERE REQUIRED SHALL PROVIDE WELDING SLEEVES OR CAPES AND BIBS WITH FULL COVERAGE TO THE ARMS, CHEST AND STOMACH AT NO CHARGE TO THE EMPLOYEE. OLD MITTS, GLOVES, SLEEVES OR CAPES MUST BE RETURNED TO THE EMPLOYER FOR REPLACEMENT.

14.06 WHERE CONDITIONS ON JOBS MAKE IT NECESSARY TO WEAR HARD HATS AND WINTER LINERS AND GLOVE LINERS, THEY SHALL BE SUPPLIED BY THE EMPLOYER.

EMPLOYEES WILL NOT BE ISSUED USED HARD HAT SUSPENSIONS OR USED WINTER LINERS.

EMPLOYEES WILL NOT BE ISSUED USED HARD HATS THAT ARE DIRTY OR IN A POOR CONDITION.

14.07 ALL ITEMS DRAWN BY AN EMPLOYEE OUT OF THE EMPLOYER'S STORES, E.G. TOOLS, HARD HATS, RAIN GEAR, WELDING MITTS, WELDING SHIELDS, WELDING GOGGLES, WELDING SLEEVES, JACKETS, CAPES, BIBS, ETC. SHALL BE RETURNED TO THE EMPLOYER IN THE SAME CONDITION AS ON ISSUE, REASONABLE WEAR AND TEAR ACCEPTED. NON-COMPLIANCE WITH THIS ARTICLE SHALL BE CONSIDERED TO BE JUST CAUSE FOR DISCIPLINE BY THE EMPLOYER.

14.08 THE PARTIES TO THIS AGREEMENT AGREE TO ADHERE TO THE RULES AND REGULATIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND TO ENCOURAGE SAFETY WITH PARTICIPATION IN REGULAR SAFETY MEETINGS.

14.09 EMPLOYEES SHALL BE GIVEN A TEN (10) MINUTES PAID BREAK IN THE FIRST AND SECOND HALF SHIFTS ON THE FIRST, SECOND AND THIRD SHIFTS AND IS TO BE TAKEN IN THE DESIGNATED LUNCHROOMS.

SUCH LUNCHROOMS MUST COMPLY WITH THAT SPELLED OUT IN ARTICLE 14.01

THIS BREAK IS SUBJECT TO THE EMPLOYER'S OPERATING REQUIREMENTS AND IN THE MANNER SPECIFIED BY THE EMPLOYER, BUT CLOSE TO THE MID-POINT OF EACH HALF SHIFT. THE PARTIES WILL COOPERATE TO ENSURE THAT NO MORE THAN TEN (10) MINUTES ARE LOST FROM PRODUCTION AND AGREE THAT ANY ABUSE OF THE BREAK SYSTEM BY ANY EMPLOYEE WILL BE JUST CAUSE FOR DISCIPLINE BY THE EMPLOYER.

14.10 AN EMPLOYEE REQUIRED TO TAKE A WELDING TEST FOR THE EMPLOYER WILL DO SO DURING THE REGULAR WORKING HOURS WHILE IN THE EMPLOY OF THE EMPLOYER.

IF THE WELDING TEST IS NOT DONE ON THE JOB SITE, OR THE EMPLOYERS' PREMISES, IT WILL BE DONE IN A U.A. TRAINING CENTRE IF ONE EXISTS IN THE SAME JURISDICTIONAL AREA AS THE JOB SITE. THE EMPLOYER MAY ALSO USE OTHER SIGNATORY CONTRACTORS' SHOPS FOR TESTING WELDERS.

THE PARTIES TO THIS AGREEMENT AGREE TO ADHERE TO JOINTLY PURSUE CHANGES IN LEGISLATION FOR THE TESTING OF WELDERS.

14.11 EMPLOYEES, WHEN INSTRUCTED BY THEIR EMPLOYER TO REPORT TO WORK BUT ARE UNABLE TO WORK DUE TO INCLEMENT WEATHER CONDITIONS, OR OTHER CONDITIONS BEYOND THE CONTROL OF THE EMPLOYEE SHALL BE PAID FOR TWO (2) HOURS AT THE REGULAR RATE FOR REPORTING IN GOOD FAITH. THE EMPLOYEE MUST REMAIN ON THE JOB FOR THE TWO (2) HOURS TO QUALIFY FOR THE ABOVE, UNLESS RELEASED BY THE EMPLOYER.

IF WORK CONTINUES PAST THE TWO (2) HOURS AND THE EMPLOYEE IS SENT HOME BEFORE 12 NOON, HE\SHE SHALL RECEIVE FOUR (4) HOURS PAY, IF WORK CONTINUES PAST NOON AND THE EMPLOYEE IS SENT HOME, HE\SHE SHALL RECEIVE SIX (6) HOURS PAY. IF WORK CONTINUES PAST 2:20 PM AND THE EMPLOYEE IS SENT HOME, HE\SHE SHALL RECEIVE EIGHT (8) HOURS PAY. IF SHIFT WORK IS PERFORMED, THE SAME FORMULA SHALL APPLY WITH THE APPROPRIATE TIMES INSERTED.

THIS CLAUSE SHALL NOT APPLY WHEN STRIKE CONDITIONS OR WORK STOPPAGES BY U.A. MEMBERS MAKE IT IMPOSSIBLE FOR THE EMPLOYER TO PLACE MEN TO WORK.

WHEN RELEASING EMPLOYEES FROM THE JOB SITE IN THE TWO (2) HOUR PERIOD, THE EMPLOYER SHALL GIVE HIS\HER WRITTEN CONSENT TO THE SHOP STEWARD.

IN ORDER TO QUALIFY FOR THE ABOVE, EMPLOYEES MUST REPORT TO THE ON-SITE OFFICE OF THE EMPLOYER OR THE NORMAL PLACE THEY REPORT TO WORK.

14.12 EMPLOYEES SHALL HAVE REASONABLE TIME BEFORE QUITTING TIME FOR THE PURPOSE OF PICKING UP TOOLS AND MATERIAL.

14.13 THE USE OF VEHICLES OF ANY DESCRIPTION WILL NOT BE PERMITTED FOR THE TRANSPORTATION OF MATERIALS OR EQUIPMENT, UNLESS THE VEHICLE IS SUPPLIED BY THE EMPLOYER. TRUCKS USED EXCLUSIVELY FOR THE PLUMBERS AND PIPEFITTERS ON A JOB SITE WILL BE MANNED AND DRIVEN BY MEMBERS OF THE U.A.

14.14 EMPLOYEES REQUIRED TO WORK OVERTIME NOT HAVING BEEN NOTIFIED TWENTY-FOUR (24) HOURS PREVIOUSLY SHALL RECEIVE \$28.00 MEAL ALLOWANCE OR A HOT MEAL IF ABLE TO BE SUPPLIED AND PAID FOR BY THE EMPLOYER.

THIS MEAL SHALL BE CONSUMED DURING THE MEAL BREAK 12 NOON TO 12:30PM AND/OR 4:30PM TO 5:00PM. EMPLOYEES REQUIRED TO WORK OVERTIME WHEN NOTIFIED PREVIOUSLY SHALL ALSO EAT THEIR OWN LUNCH DURING THIS MEAL BREAK 12 NOON TO 12:30 PM AND/OR 4:30 PM TO 5:00 PM.

AFTER EVERY FOUR (4) HOURS OVERTIME IN ANY ONE SHIFT, AN ADEQUATE MEAL ALLOWANCE SHALL BE PROVIDED BY THE EMPLOYER AND CONSUMED DURING A BREAK ON THE EMPLOYERS TIME.

EMPLOYEES WHO WORK OVERTIME WHEN PROPER NOTIFICATION IS NOT GIVEN, SHALL BE GIVEN THE MEAL ALLOWANCE OF \$28.00.

14.15 BOTH PARTIES AGREE THAT FABRICATION IS A MATERIAL AND SUBSTANTIAL PART OF THE AGREEMENT AND THAT ALL PIPE AND FABRICATION SHALL BE FABRICATED ON THE JOB SITE OR SHOP. WHERE THE WORD SHOP IS USED IT SHALL BE DEEMED OR DEFINED AS A PIPE FABRICATION SHOP UNDER AN AGREEMENT WITH THE U.A. OR LOCAL UNION WHICH ARE PART OF THIS AGREEMENT.

14.16 THE UA AND AFFILIATED LOCAL UNIONS RESERVE THE RIGHT TO REFUSE TO HANDLE, ERECT, OR INSTALL FABRICATED PIPING SENT TO THE JOB THAT HAS NOT BEEN FABRICATED BY BUILDING TRADES JOURNEY PERSON AND APPRENTICES EMPLOYED BY AN EMPLOYER UNDER THIS AGREEMENT WITH THE UNITED ASSOCIATION AND ITS AFFILIATED

LOCAL UNIONS EXCEPT FOR ITEMS WHICH ARE CLASSED AS CATALOGUE ITEMS. PIPING TWO (2) INCHES IN DIAMETER AND UNDER SHALL BE FABRICATED ON THE JOB SITE. PRIOR TO FABRICATED PIPE TWO AND HALF (2 ½) INCHES IN DIAMETER AND OVER BEING SENT TO THE JOB SITE, THE EMPLOYER SHALL NOTIFY THE UNION WHERE THE PIPE WAS FABRICATED TO ENABLE A CHECK TO BE MADE AND THE EMPLOYER SHALL ASSIST THE UNION IN ANYWAY TO OBTAIN THE INFORMATION.

14.17 PIPE HANGERS AND PIPE SUPPORTS WHICH REQUIRE FIELD DIMENSIONS FOR FABRICATION WILL BE COVERED BY THE TERMS OF THIS AGREEMENT.

14.18 PIPE HANGERS AND PIPE SUPPORTS AND ALL OTHER MATERIALS CLASSED AS CATALOGUE ITEMS, SUCH AS C• CLAMPS, U. BOLTS, ETC., MAY BE PURCHASED FROM ANY SOURCE BY THE EMPLOYER. THE INSTALLATION AND ERECTION OF SUCH ITEMS SHALL BE COVERED BY THE TERMS OF THIS AGREEMENT.

14.19 WHEN PIPING TOOL CRIBS OR PIPING STOCK ROOMS ARE REQUIRED ON PIPING PROJECTS COVERED UNDER THE TERMS OF THIS AGREEMENT, THEY MUST BE MANNED BY A UNITED ASSOCIATION MEMBER.

THE EMPLOYER AGREES TO GIVE EVERY CONSIDERATION TO LOCAL OLDER OR HANDICAPPED EMPLOYEES TO FILL POSITIONS IN SUCH PIPING TOOL CRIBS AND PIPING STOCKROOMS.

14.20 ALL HELI-ARC AND ARGON WELDING AND STRESS RELIEVING AS REQUIRED IN CONNECTION WITH ALLOY PIPING SHALL BE DONE BY UNITED ASSOCIATION MEMBERS. THIS IS IN ACCORDANCE WITH THE AWARD NOTED IN THE GREEN BOOK, JOINT BOARD AWARD, NUMBER 2, SEPTEMBER 22, 1948.

14.21 ON ALL JOBS A JOURNEY PERSON SHALL BE APPOINTED AS A FOREMAN WHEN THREE (3) JOURNEY PERSONS ARE EMPLOYED.

THE EMPLOYER EXERCISES THE RIGHT TO DETERMINE WHEN A FOREMAN SHALL WORK OR NOT WORK BETWEEN THREE (3) AND TWELVE (12) JOURNEY PERSONS.

14.22 A FOREMAN WILL NOT BE IN CHARGE OF MORE THAN TWELVE (12) JOURNEY PERSONS.

CONCERNING THE PARTICULAR WORK, THEY ARE PERFORMING, JOURNEY PERSON PIPEFITTERS AND PLUMBERS OR WELDERS WILL NOT BE REQUIRED TO TAKE DIRECTIONS OR INSTRUCTIONS FROM ANYONE OTHER THAN THEIR IMMEDIATE FOREMAN. EXCEPT IN CASES WHERE DANGER EXISTS TO LIFE OR LIMB.

14.23 WHERE CONDITIONS ON A JOB MAKE IT NECESSARY, RAIN SUITS AND RUBBER BOOTS WILL BE SUPPLIED AT NO CHARGE TO EMPLOYEES. SUCH WET WEATHER GEAR TO BE RETURNED TO THE STORES IN GOOD

CONDITION ON TERMINATION OF THE EMPLOYEE. REASONABLE WEAR AND TEAR OR ACCIDENTAL DAMAGE ACCEPTED.

14.24 ALL LOADING AND UNLOADING OF PIPE, VALVES, FITTINGS, TANKS AND EQUIPMENT, ALL RIGGING, WHETHER BY POWER OR BY HAND AND THE STOCKING OF ALL ABOVE MENTIONED MATERIAL AND EQUIPMENT AND MOVING TO THE JOB SITE SHALL BE THE WORK OF THE UNITED ASSOCIATION AND THE HANDLING OF ALL PIPING MATERIALS AT ALL TIMES SUBJECT TO ARTICLE 15.01.

14.25 WHEN THE CLOCKS OR BRASS STATIONS ARE SET UP THEN THE UNION WILL PUNCH CLOCKS OR PICK UP BRASS IF THE FOLLOWING PROCEDURES AND CONDITIONS ARE FOLLOWED:

TIME CLOCKS OR BRASS STATIONS TO BE WITHIN REASONABLE WALKING DISTANCE FROM THE PARKING LOT AND TO BE IN AN ENCLOSED AREA SO AS TO PERMIT EMPLOYEES SHELTER FROM ADVERSE WEATHER WHILE WAITING TO PUNCH.

ALL PUNCHING OR PICKING UP BRASS TO BE DONE ON EMPLOYER'S TIME, BUT NOT LATER THAN 3 MINUTES AFTER START OF SHIFT AND NOT LESS THAN 3 MINUTES PRIOR TO END OF SHIFT, E.G. START 8:03AM- FINISH 4:27PM.

EMPLOYEES ARRIVING PRIOR TO STARTING TIME OF ANY SHIFT MAY PUNCH OR PICK UP BRASS ON ARRIVAL IF THEY WISH AND NEED NOT NECESSARILY WAIT UNTIL, E.G. 8:00 AM OR 8:03 AM. IF STILL WAITING IN LINE TO PUNCH OR PICK UP BRASS AFTER 8:03 AM, STARTING EMPLOYEES ARE STILL TO CONTINUE PUNCHING OR PICKING UP BRASS AND WILL NOT BE DOCKED TIME OR LOSS OF WAGES.

HOWEVER, THIS DOES NOT APPLY TO AN EMPLOYEE WHO ARRIVES TO ATTEND THIS LINE AFTER 8:03 AM; EMPLOYEES THUS WILL BE CONSIDERED LATE.

WHEN THE U.A. WORK FORCE ON A PROJECT REACHES A TOTAL OF 50 EMPLOYEES, THE CONTRACTOR WILL INSTALL TIME CLOCKS OR BRASS STATIONS FOR THIS TRADE'S OWN USE. FURTHER TIME CLOCKS OR BRASS STATIONS MAY BE INSTALLED IF CONGESTION RESULTS DUE TO EXPANDING WORK FORCE OR LACK OF CLOCKS OR BRASS STATIONS CAUSING NON-COMPLIANCE WITH THE ABOVE RULES AND REGULATIONS.

ARTICLE 15 JURISDICTIONAL CLAIMS & DISPUTES

15.01 JURISDICTIONAL CLAIMS

THE EMPLOYER ACKNOWLEDGES THE JURISDICTIONAL CLAIMS OF THE UNION AS PROVIDED FOR BY THE ROCHESTER DECISION OF THE AMERICAN FEDERATION OF LABOUR TO THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA. IT IS BEING

UNDERSTOOD THAT THE CLAIMS ARE SUBJECT TO TRADE AGREEMENTS AND FINAL DECISIONS OF THE A.F.L. - C.I.O. AS WELL AS DECISIONS RENDERED BY THE IMPARTIAL JURISDICTIONAL DISPUTES BOARD.

FOR THE PURPOSE OF CLARIFICATION, THE JURISDICTIONAL CLAIMS OF THE UNION ARE CONTAINED IN THE APPENDIX ATTACHED HERETO.

15.02

JURISDICTIONAL DISPUTES

IT IS AGREED BY BOTH PARTIES THAT THERE WILL BE NO STOPPAGE OF WORK ON ACCOUNT OF JURISDICTIONAL DISPUTES WHICH MAY OCCUR BETWEEN OR AMONG TWO (2) OR MORE UNIONS OR GROUPS OR EMPLOYEES. IT IS AGREED THAT THE EMPLOYEE WILL CONTINUE TO WORK PENDING THE SETTLEMENT OF SUCH DISPUTES ON THE FOLLOWING BASIS:

- (1) THE EMPLOYEES WHO HAVE BEEN PERFORMING THE WORK UNDER DISPUTE AS ALLOCATED BY THE EMPLOYER WILL CONTINUE TO DO SO UNTIL A SATISFACTORY SETTLEMENT TO ALL PARTIES TO THE DISPUTE IS REACHED.
- (2) IF NONE OF THE PARTIES TO THE DISPUTE HAVE BEEN PERFORMING THE WORK IN QUESTION ON THE PARTICULAR JOB INVOLVED, THE EMPLOYER WILL DECIDE WHICH GROUP OF EMPLOYEES SHALL DO THE WORK PENDING A SATISFACTORY SETTLEMENT.
- (3) IF A UNION IS AGGRIEVED BY A DIRECTION OR AN ASSIGNMENT MADE, RECOURSE MAY BE HAD TO THE IMPARTIAL JURISDICTIONAL DISPUTES BOARD OR ANY SUCCESSOR AGENCY OF THE BUILDING AND CONSTRUCTION TRADES DEPARTMENT. ALL PARTIES TO THIS AGREEMENT MUST ADHERE TO THE PROCEDURAL RULES OF THE GREEN BOOK. IF, HOWEVER THE IMPARTIAL JURISDICTIONAL DISPUTES BOARD BECOMES DEFUNCT AND FAILS TO CREATE A SUCCESSOR ORGANIZATION AND/OR FAILS TO RENDER A DECISION ON A DISPUTE BROUGHT BEFORE IT WITHIN THIRTY (30) CALENDAR DAYS, RECOURSE MAY BE SOUGHT BY THE PARTIES BEFORE THE NEW BRUNSWICK LABOUR AND EMPLOYMENT BOARD.
- (4) IF AND WHEN A SETTLEMENT IS MADE, OR THE VARIOUS GROUPS OF EMPLOYEES AND THE EMPLOYER PARTY HAVE REACHED AGREEMENT ON THE DISPUTE, THE DECISION WILL BE IMPLEMENTED BY THE EMPLOYER. BOTH PARTIES AGREE THAT JURISDICTIONAL DISPUTES WITHIN THEIR RESPECTIVE ORGAIZATIONS ARISING FROM THIS AGREEMENT OR ON JOBS ON WHICH THIS AGREEMENT APPLIES SHALL NOT INTERFERE IN ANY WAY WITH THE ORDERLY, EXPEDITIOUS AND

ECONOMIC PROGRESS OF THE WORK. THERE SHALL BE NO STRIKE, WORK STOPPAGE OR SLOW DOWN OF ANY KIND BY THE UNION OR THE EMPLOYEES AS A RESULT OF JURISDICTIONAL DISPUTES.

ARTICLE 16 INDUSTRIAL STANDARDS

- 16.01 THE PARTIES HERETO AGREE TO MAKE A JOINT APPLICATION TO THE PROVINCIAL GOVERNMENT FOR THE ESTABLISHMENT OF WAGE AND HOUR SCHEDULE UNDER THE INDUSTRIAL STANDARDS ACT FOR THE PLUMBING, PIPEFITTING AND MECHANICAL INDUSTRY FOR THE PROVINCE OF NEW BRUNSWICK.

ARTICLE 17 UNION STEWARDS AND UNION OFFICERS

- 17.01 A SHOP STEWARD SHALL BE APPOINTED BY THE BUSINESS MANAGER OR BUSINESS AGENT OF THE LOCAL UNION. THE EMPLOYER SHALL BE NOTIFIED IN WRITING FROM THE LOCAL UNION OF THE APPOINTMENT OF THE SHOP STEWARD.

- 17.02 THE FIRST JOURNEY PERSON ON THE JOB SHALL BE ACTING STEWARD UNLESS HIRED AS A FOREMAN UNDER ARTICLE 8.01 UNTIL A JOB STEWARD OR SHOP STEWARD IS APPOINTED BY THE BUSINESS MANAGER OR BUSINESS AGENT OF THE LOCAL UNION. EACH CONTRACTOR MUST HAVE A SHOP STEWARD ON THE SITE.

THE STEWARD MUST BE ON THE JOB AT ALL TIMES WHILE THE JOB IS IN PROGRESS AND HE/SHE SHALL HAVE THE PRIVILEGE TO CONSULT WITH THE FOREMAN ABOUT ANY MINOR DIFFICULTY THAT MAY ARISE.

THE SHOP STEWARD SHALL BE INFORMED OF ALL LAY-OFFS AS FAR IN ADVANCE AS POSSIBLE AND GIVEN A LIST OF THE EMPLOYEES WHO ARE TO BE LAID-OFF.

- 17.03 STEWARDS SHALL BE PERMITTED TO PERFORM DUTIES DURING WORKING HOURS, BUT THE UNION ACKNOWLEDGES THAT STEWARDS HAVE REGULAR DUTIES TO PERFORM AND ARE ACCOUNTABLE FOR THE SAME QUALITY OF WORK AS ANY OTHER EMPLOYEE. THEY MAY HAVE LEAVE OF THEIR REGULAR DUTIES TO PERFORM UNION DUTIES ONLY WITH THE PERMISSION OF THEIR IMMEDIATE SUPERVISOR WITHOUT SUFFERING LOSS OF PAY AND WITH THE UNDERSTANDING THAT A PRIVILEGE SO GRANTED WILL NOT BE ABUSED. THE STEWARD SHALL BE THE SECOND FROM THE LAST EMPLOYEE LAID OFF. SHOP STEWARDS SHALL NOT BE DISCRIMINATED AGAINST FOR THE PERFORMANCE OF THEIR DUTIES. A SHOP STEWARD SHALL NOT BE TERMINATED PREMATURELY UNTIL THE BUSINESS MANAGER HAS BEEN NOTIFIED AND THE MATTER DISCUSSED WITH THE EMPLOYER.

IF THE WORK OF ONE TRADE IS COMPLETED, I.E., ALL THE PLUMBING WORK IS COMPLETED AND THERE IS PIPEFITTING WORK REMAINING, OR VICE-VERSA AND THE SHOP STEWARD IS EMPLOYED AT THE TRADE, WHICH HAS COMPLETED ITS WORK, THE BUSINESS MANAGER, AFTER CONSULTATION WITH THE EMPLOYER, WILL GIVE CONSIDERATION TO APPOINTING A NEW SHOP STEWARD. THE EMPLOYER ACKNOWLEDGES THAT THIS SHALL NOT BE USED TO TEMPORARILY STOP WORK ON ANY ONE TRADE CLASSIFICATION IN ORDER TO REMOVE THE SHOP STEWARD.

17.04 THE BUSINESS MANAGER OR BUSINESS AGENT OF THE UNION SHALL HAVE ACCESS TO ALL WORK ON APPLICATION TO THE EMPLOYER OR HIS REPRESENTATIVE. SUCH BUSINESS MANAGER OR AGENT MAY DISCUSS WITH THE STEWARD ANY MATTERS THAT ARE IN DISPUTE WITH RESPECT TO THE PARTICULAR WORK. THIS CLAUSE SHALL NOT BE INTERPRETED AS A LICENSE TO DISCUSS GENERAL UNION BUSINESS BUT REASONABLE OPPORTUNITY OR PROVISIONS TO DISCUSS UNION BUSINESS SHALL BE GIVEN THE EMPLOYEE ON REQUEST AND ON HIS\HER OWN TIME.

17.05 THE BUSINESS MANAGER OR BUSINESS AGENTS MUST CARRY ACCIDENT INSURANCE TO COVER THEM IN THE EVENT OF AN ACCIDENT ON JOBS OR PROJECTS THAT THEY HAVE ACCESS TO IN THE COURSE OF THEIR DUTIES.

ARTICLE 18 GRIEVANCE AND ARBITRATION

STEP ONE

18.01 WHERE THERE IS A GRIEVANCE BY AN EMPLOYEE, THE SAME SHALL BE MADE IN WRITING TO THE STEWARD WITHIN TWO (2) WORKING DAYS OF THE OCCURRENCE. THE STEWARD SHALL TAKE THE GRIEVANCE UP WITH THE EMPLOYER'S REPRESENTATIVE OF THE AGGRIEVED EMPLOYEE.

NO GRIEVANCES WILL BE FILED UNDER ARTICLE 18 AGAINST DELINQUENT EMPLOYERS OWING MONIES TO THE N.B. PIPE TRADES ADMINISTRATION OFFICE FOR TRUST FUNDS OR UNPAID WAGES OR NON-REMITTING OF UNION DUES IN TIME.

ACTION FOR DELINQUENCY OF TRUST FUNDS WILL BE TAKEN AS OUTLINED IN ARTICLE 20.13.

18.02 AN ANSWER SHALL BE GIVEN NOT LATER THAN TWENTY-FOUR (24) HOURS FOLLOWING PRESENTATION OF THE GRIEVANCE BY THE STEWARD.

STEP TWO

- 18.03 IF THE DECISION HAS NOT BEEN GIVEN WITHIN THE PRESCRIBED TIME OR IF THE DECISION IS NOT ACCEPTABLE, THEN THE GRIEVANCE SHALL BE SUBMITTED IN WRITING TO THE LOCAL LABOUR MANAGEMENT COMMITTEE WITHIN ONE FURTHER WORKING DAY.
- 18.04 THE LOCAL LABOUR MANAGEMENT COMMITTEE SHALL RENDER THEIR DECISION NOT LATER THAN FOUR (4) WORKING DAYS OF BEING PRESENTED WITH THE GRIEVANCE.
- IF THE DECISION IS NOT GIVEN IN THE PRESCRIBED TIME OR THE DECISION IS NOT ACCEPTABLE THEN THE GRIEVANCE MAY PROCEED DIRECTLY TO STEP FOUR (4) WITHIN TWO (2) WORKING DAYS IF IT IS DESIRABLE TO DO SO.
- 18.05 THE LOCAL UNION SHALL BE ENTITLED TO SUBMIT A GRIEVANCE IN WRITING 15 DAYS FROM THE DATE THERE IS EVIDENCE OF A VIOLATION HAVING OCCURRED, DIRECTLY TO THE EMPLOYER OR THE EMPLOYER'S REPRESENTATIVE ON THE JOB SITE WHO SHALL RENDER A DECISION NOT LATER THAN TWO (2) WORKING DAYS FOLLOWING THE PRESENTATION OF THE GRIEVANCE TO THEM.
- 18.06 THE EMPLOYER, OR ITS REPRESENTATIVE, SHALL BE ENTITLED TO SUBMIT A GRIEVANCE IN WRITING WITHIN 15 DAYS FROM THE DATE THERE IS EVIDENCE OF A VIOLATION HAVING OCCURRED TO THE LOCAL UNION. THE UNION SHALL RENDER THEIR DECISION NOT LATER THAN TWO (2) WORKING DAYS FOLLOWING THE PRESENTATION OF THE GRIEVANCE TO THEM.
- 18.07 FAILING SETTLEMENT ANY GRIEVANCE SHALL BE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE FOLLOWING CLAUSE

STEP THREE

- 18.08 THE GRIEVANCE SHALL BE REFERRED TO THE LOCAL LABOUR MANAGEMENT COMMITTEE WHICH WILL BE REQUIRED TO HEAR THE GRIEVANCE AND GIVE AN ANSWER WITHIN FOUR (4) WORKING DAYS OF RECEIVING THE GRIEVANCE. SHOULD THE GRIEVANCE PARTY NOT BE SATISFIED WITH THE RESULTS OF THIS, THE PROCEDURE WILL BE AS FOLLOWS:
- IF THE DECISION IS NOT GIVEN IN THE PRESCRIBED TIME OR IF THE DECISION IS NOT ACCEPTABLE, THE GRIEVER SHALL, WITHIN THREE (3) WORKING DAYS, SUBMIT THE GRIEVANCE TO AN ARBITRATOR AGREED UPON BETWEEN THE UNION AND THE EMPLOYER AS PER ARTICLE 18.09.

- 18.09 THE UNION AND THE EMPLOYER SHALL AGREE UPON AN ARBITRATOR WHO IS WILLING TO ARBITRATE THE GRIEVANCE. FAILURE OF THE EMPLOYER AND UNION TO AGREE UPON AN ARBITRATOR WITHIN THREE (3) WORKING DAYS, THE MATTER WILL BE REFERRED TO THE DEPARTMENT OF POST SECONDARY EDUCATION AND TRAINING (DEPARTMENT OF LABOUR) FOR THE APPOINTMENT OF AN ARBITRATOR.

STEP FOUR

- 18.10 THE ARBITRATOR SHALL HOLD A HEARING WITH FOUR (4) DAYS AFTER THE GRIEVANCE IS SUBMITTED TO HIM OR HER AND SHALL RENDER HIS/HER DECISION TO THE PARTIES WITHIN SEVENTY TWO (72) HOURS AFTER THE COMPLETION OF THE HEARING, PROVIDED THAT A FAILURE TO MAKE AN AWARD WITHIN THE TIME PRESCRIBED OR AS EXTENDED BY THE PARTIES SHALL NOT INVALIDATE THE PROCEEDINGS OR TERMINATE THE AUTHORITY OF THE ARBITRATOR.
- 18.11 IT IS UNDERSTOOD AND AGREED IN THE APPLICATION OF THIS ARTICLE THAT THERE IS NO POWER IN THE PARTICIPANTS TO A SETTLEMENT TO ADD TO, SUBTRACT FROM OR MODIFY THE TERMS OF THIS AGREEMENT. THE SOLE FUNCTION OF ARBITRATION SHALL BE TO INTERPRET THE MEANING OF THE ARTICLES OF THIS AGREEMENT AND TO RENDER A DECISION WHICH SHALL BE BINDING ON THE PARTIES. THE ARBITRATOR SHALL HAVE NO POWER TO ADD TO, SUBTRACT FROM OR MODIFY THE TERMS OF THIS AGREEMENT.
- 18.12 WHERE AN EMPLOYEE HAS BEEN DISCHARGED OR DISCIPLINED UNJUSTLY OR UNREASONABLY, THE EMPLOYEE SHALL BE REINSTATED AND SHALL RECEIVE COMPENSATION IN SUCH AMOUNT AS HE/SHE WOULD HAVE EARNED HAD HE/SHE BEEN WORKING OR IN SUCH AMOUNT AS IS JUST AND REASONABLE IN THE CIRCUMSTANCES. IF AN ARBITRATOR DETERMINES THAT AN EMPLOYEE HAS BEEN DISCHARGED OR OTHERWISE DISCIPLINED FOR CAUSE, THE ARBITRATOR MAY SUBSTITUTE SUCH OTHER PENALTY FOR THE DISCHARGE OR DISCIPLINE AS TO THE ARBITRATOR DEEMS JUST AND REASONABLE IN ALL THE CIRCUMSTANCES. THE BURDEN OF ESTABLISHING THAT A DIFFERENT PENALTY SHOULD BE IMPOSED SHALL BE ON THE EMPLOYEE CONCERNED.
- 18.13 IT IS UNDERSTOOD AND AGREED THAT AN EMPLOYEE PRESENTING A GRIEVANCE OR AN EMPLOYEE WHOSE PRESENCE IS REQUIRED IN THE SETTLEMENT OF A GRIEVANCE, MAY, AFTER SATISFACTORY ARRANGEMENT MADE WITH HIS/HER IMMEDIATE SUPERVISOR, BE GIVEN TIME OFF WITHOUT DEDUCTION OF PAY TO PARTICIPATE IN THE PRESENTATION OF THE GRIEVANCE TO THE EXTENT THAT HIS/HER PRESENCE IS REQUIRED DURING THE PRESENTATION.

18.14 THE TIMES FIXED BY THE ARTICLE ARE MANDATORY BUT MAY BE EXTENDED BY MUTUAL AGREEMENT IN WRITING. IF A GRIEVANCE OR ARBITRATION IS NOT PROCESSED WITHIN THE TIME ALLOWED, THE GRIEVANCE OR ARBITRATION SHALL BE DEEMED TO HAVE BEEN ABANDONED.

SATURDAYS, SUNDAYS, AND HOLIDAYS SHALL BE EXCLUDED IN COMPUTING THE TIME ALLOWED.

18.15 THE COST OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE PARTIES THERETO.

ARTICLE 19 TRAVEL ALLOWANCE

19.01 AN ALLOWANCE FOR TRAVEL SHALL BE PAID BASED ON THE DISTANCE OF THE LOCATION OF THE JOB SITE FROM CITY HALL IN SAINT JOHN. THE FIRST FIFTY-FIVE (55) KILOMETRES FROM SAINT JOHN CITY HALL IS A FREE ZONE.

19.02 WHERE THE LOCATION OF THE JOB SITE IS IN EXCESS OF FIFTY FIVE (55) KILOMETRES FROM SAINT JOHN CITY HALL, A DAILY TRAVEL ALLOWANCE OF FORTY-EIGHT CENTS (48¢) PER KILOMETRE BASED ON THE SHORTEST PRACTICAL ROUTE SHALL BE PAID TO AND FROM THE JOB SITE TO BE MEASURED FROM THE END OF THE FREE ZONE. EFFECTIVE NOVEMBER 1ST, TRAVEL OUTSIDE OF THE FREE WILL BE A RATE OF FORTY-NINE CENTS (49¢) A KM. EFFECTIVE NOVEMBER 1ST, 2022 OF THIS CONTRACT WILL BE A RATE OF FIFTY CENTS (50¢) A KM OUTSIDE OF THE FREE ZONE.

WHERE PARKING AT NO COST TO THE EMPLOYEE IS NOT PROVIDED OR AVAILABLE, THE EMPLOYER SHALL REIMBURSE THE EMPLOYEE FOR PARKING EXPENSES OCCURRED UPON SUPPLY OF PARKING RECEIPTS.

DAILY TRAVEL SHALL NOT EXCEED SEVENTY DOLLARS (\$70.00) PER DAY WORKED OR REPORTED FOR WORK AND SHALL BE INCLUDED IN THE WEEKLY PAY CHEQUE.

APPLICATION OF THIS ARTICLE MAY BE REVIEWED BY MUTUAL CONSENT PRIOR TO CLOSING OF TENDERS.

19.03 (A) IN THE EVENT OF AN EMPLOYER VEHICLE BEING PROVIDED FOR TRANSPORTATION TO AND FROM A JOB SITE DURING THE REGULAR WORKING HOURS AS DEFINED IN ARTICLE 9.01, THE FOLLOWING CLAUSE DOES NOT APPLY:

CLAUSE 19.02 - THE OPTION TO USE AN EMPLOYER'S VEHICLE TO PROVIDE HIS\HER OWN TRANSPORTATION SHALL BE THE RIGHT OF THE EMPLOYEE.

(B) IN THE EVENT OF AN EMERGENCY, TRANSPORTATION HOME WILL BE PROVIDED (OR MONETARY COMPENSATION PAID) BY THE EMPLOYER.

DISTANCE UNDER THIS ARTICLE SHALL BE MEASURED FROM THE MAIN ENTRANCE TO THE JOB SITE ON WHICH THE EMPLOYEE IS EMPLOYED TO SAINT JOHN CITY HALL.

WHERE AN EMPLOYEE QUALIFIES FOR TRAVEL ALLOWANCE, HE\SHE SHALL BE PAID THE ALLOWANCE AS PER 19.02. ON HOLIDAYS WHICH ARE NOT WORKED, HE\SHE MUST HAVE WORKED HIS\HER SCHEDULED WORKING DAY PRIOR TO THE HOLIDAY AND MUST WORK HIS\HER SCHEDULED WORKING FOLLOWING THE HOLIDAY.

SICKNESS OR PERMISSIBLE LEAVE SHALL NOT EXCLUDE AN EMPLOYEE FROM QUALIFYING FOR THIS CLAUSE.

19.04 EMPLOYEES WHO ARE U.A. MEMBERS FROM U.A. LOCALS OUTSIDE THE JURISDICTIONAL AREA OF LOCAL 213 AND WHOSE PERMANENT RESIDENCE IS OUTSIDE THE JURISDICTIONAL AREA OF LOCAL 213, SHALL BE PAID AN ALLOWANCE OF NINETY DOLLARS (\$ 90.00) PER DAY WORKED OR REPORTED FOR WORK.

THE PRECEDING CLAUSE UNDER ARTICLE 19 SHALL NOT APPLY TO THESE EMPLOYEES.

ARTICLE 20

MANAGEMENT ADMINISTRATION AND INDUSTRY PROMOTION FUND

20.01 THE RATE FOR THIS FUND SHALL BE 15 CENTS PER HOUR FOR EACH HOUR WORKED FOR ALL WORK PERFORMED IN THE ACCREDITED AREA OF THE SAINT JOHN MECHANICAL CONTRACTORS EMPLOYER'S ASSOCIATION INC. WHICH CONSISTS OF THE COUNTIES OF CHARLOTTE, SAINT JOHN, KINGS AND QUEENS.

THE REMITTANCE OF THIS FUND FOR THE SAINT JOHN MECHANICAL CONTRACTORS EMPLOYER'S ASSOCIATION INC. SHALL BE FORWARDED TO:

THE SAINT JOHN MECHANICAL CONTRACTORS EMPLOYER'S ASSOCIATION INC. IN TRUST TO:

263 GERMAIN STREET SAINT JOHN, NB E2L 2G7

20.03 TRAINING TRUST FUND

ON SIGNING, A PARTICIPATING EMPLOYER WILL CONTRIBUTE TO THE TRAINING TRUST FUND THE SUM OF 65 CENTS FOR EACH HOUR WORKED BY EACH EMPLOYEE. IT WILL BE BROKEN DOWN AS THE FOLLOWS.

SAFETY TRAINING FUND (10 CENTS).
PROVINCIAL JOURNEYMEN AND APPRENTICE TRAINING AND TRUST FUND (55 CENTS).

CONTRIBUTIONS WILL BE REMITTED IN THE SAID AMOUNT AND IN THE MANNER SPECIFIED IN ARTICLE 20.13 OF THIS AGREEMENT

20.05 HEALTH AND WELFARE TRUST FUND

ON SIGNING A PARTICIPATING EMPLOYER WILL CONTRIBUTE TO THE HEALTH AND WELFARE TRUST FUND THE SUM OF \$3.36 FOR EACH HOUR WORKED BY EACH EMPLOYEE FOR YEAR 1, YEAR 2 WILL BE THE SUM OF \$3.41 AND YEAR 5 WILL BE THE SUM OF \$3.51.

CONTRIBUTIONS WILL BE REMITTED IN THE SAID AMOUNT AND IN THE SAME MANNER SPECIFIED IN ARTICLE 20.13 OF THIS AGREEMENT AND IN ACCORDANCE WITH THE TRUST AGREEMENT MENTIONED HEREAFTER.

20.07 PENSION PLAN TRUST FUND

THE EMPLOYEE WILL CONTRIBUTE TO THE PENSION PLAN TRUST FUND THE SUM OF FIFTY CENTS (\$0.50) FOR EVERY HOUR WORKED DURING THE REGULAR HOURS OF WORK.

THE EMPLOYEE WILL CONTRIBUTE TO THE PENSION PLAN TRUST FUND THE SUM OF SEVENTY-FIVE CENTS (\$0.75) FOR EVERY 1.5 OVER TIME HOUR WORKED.

THE EMPLOYEE WILL CONTRIBUTE TO THE PENSION PLAN TRUST FUND THE SUM OF ONE DOLLAR (\$1.00) FOR EVERY DOUBLE TIME HOUR WORKED.

NOVEMBER 1ST 2020, A PARTICIPATING EMPLOYER WILL CONTRIBUTE TO THE PENSION PLAN TRUST FUND THE SUM OF \$5.54 FOR EVERY HOUR WORKED DURING THE REGULAR HOURS OF WORK.

NOVEMBER 1ST 2020, A PARTICIPATING EMPLOYER WILL CONTRIBUTE TO THE PENSION PLAN TRUST FUND THE SUM OF \$8.31 PER HOUR FOR EVERY TIME AND A HALF HOUR WORKED.

NOVEMBER 1ST 2020, A PARTICIPATING EMPLOYER WILL CONTRIBUTE TO THE PENSION PLAN TRUST FUND THE SUM OF \$11.08 PER HOUR FOR EVERY DOUBLE TIME HOUR WORKED.

NOVEMBER 7TH 2021, A PARTICIPATING EMPLOYER WILL CONTRIBUTE THE SUM OF \$5.79 TO THE PENSION PLAN TRUST FUND FOR EACH HOUR WORKED BY EACH EMPLOYEE DURING THE REGULAR HOURS OF WORK.

NOVEMBER 7TH 2021, A PARTICIPATING EMPLOYER WILL CONTRIBUTE ONE AND A HALF THE AMOUNT FOR ALL TIME AND A HALF HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$8.68 PER HOUR.

NOVEMBER 7TH 2021, A PARTICIPATING EMPLOYER WILL CONTRIBUTE DOUBLE THE AMOUNT FOR ALL DOUBLE TIME HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$11.58 PER HOUR.

NOVEMBER 6TH 2022, A PARTICIPATING EMPLOYER WILL CONTRIBUTE THE SUM OF \$6.04 TO THE PENSION PLAN TRUST FUND FOR EACH HOUR WORKED BY EACH EMPLOYEE DURING THE REGULAR HOURS OF WORK.

NOVEMBER 6TH 2022, A PARTICIPATING EMPLOYER WILL CONTRIBUTE ONE AND A HALF THE AMOUNT FOR ALL TIME AND A HALF HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$9.06 PER HOUR

NOVEMBER 6TH 2022, A PARTICIPATING EMPLOYER WILL CONTRIBUTE DOUBLE THE AMOUNT FOR ALL DOUBLE TIME HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$12.08 PER HOUR.

NOVEMBER 5TH 2023, A PARTICIPATING EMPLOYER WILL CONTRIBUTE THE SUM OF \$6.29 TO THE PENSION PLAN TRUST FUND FOR EACH HOUR WORKED BY EACH EMPLOYEE DURING THE REGULAR HOURS OF WORK.

NOVEMBER 5TH 2023, A PARTICIPATING EMPLOYER WILL CONTRIBUTE ONE AND A HALF THE AMOUNT FOR ALL TIME AND A HALF HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$9.43 PER HOUR

NOVEMBER 5TH 2023, A PARTICIPATING EMPLOYER WILL CONTRIBUTE DOUBLE THE AMOUNT FOR ALL OVERTIME HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$12.58 PER HOUR.

NOVEMBER 3RD 2024, A PARTICIPATING EMPLOYER WILL CONTRIBUTE THE SUM OF \$6.54 TO THE PENSION PLAN TRUST FUND FOR EACH HOUR WORKED BY EACH EMPLOYEE DURING THE REGULAR HOURS OF WORK.

NOVEMBER 3RD 2024, A PARTICIPATING EMPLOYER WILL CONTRIBUTE ONE AND A HALF THE AMOUNT FOR ALL TIME AND A HALF HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$9.81 PER HOUR

NOVEMBER 3RD 2024, A PARTICIPATING EMPLOYER WILL CONTRIBUTE DOUBLE THE AMOUNT FOR ALL OVERTIME HOURS WORKED BY EACH EMPLOYEE, MAKING THE CONTRIBUTION FOR THE EMPLOYER \$13.08 PER HOUR.

CONTRIBUTIONS WILL BE REMITTED IN THE SAID AMOUNTS AND IN THE MANNER SPECIFIED IN ARTICLE 20.13 OF THIS AGREEMENT AND IN ACCORDANCE WITH THE TRUST AGREEMENT MENTIONED HEREAFTER.

WHEN REMITTING TO THE N.B. PIPE TRADES ADMINISTRATION OFFICE THE EMPLOYER SHALL CLEARLY SHOW ALL HOURS WORKED AT REGULAR TIME AND ALL HOURS WORKED AT TIME AND A HALF AND DOUBLE TIME ON PROPER FORMS SUPPLIED FOR THIS PURPOSE.

CONTRIBUTIONS WILL BE REMITTED IN THE SAID AMOUNT AND IN THE SAME MANNER SPECIFIED IN THE ARTICLE 20.13 OF THIS AGREEMENT AND IN ACCORDANCE WITH THE TRUST AGREEMENT MENTIONED HEREAFTER

20.09

ORGANIZING FUND – HELMETS TO HARDHATS – MAP PROGRAM

NATIONAL ORGANIZING FUND – THE EMPLOYER WILL CONTRIBUTE TEN CENTS (\$0.10) FOR EVERY HOUR WORKED BY A JOURNEYPERSONS OR APPRENTICE UNDER THE TERMS OF THIS AGREEMENT FOR WORK PERFORMED IN THE JURISDICTION OF LOCAL 213.

MAP PROGRAM – THE EMPLOYER WILL CONTRIBUTE FIVE CENTS (\$0.05) FOR EVERY HOUR WORKED BY A JOURNEYPERSON OR APPRENTICE UNDER THE TERMS OF THIS AGREEMENT FOR WORK PERFORMED IN THE JURISDICTION OF LOCAL 213.

HELMETS TO HARDHATS – THE EMPLOYER WILL CONTRIBUTE ONE CENT (\$0.01) FOR EVERY HOUR WORKED BY A JOURNEYMAN OR APPRENTICE UNDER THE TERMS OF THIS AGREEMENT FOR WORK PERFORMED IN THE JURISDICTION OF LOCAL 213.

CONTRIBUTIONS WILL BE REMITTED IN THE SAID AMOUNT AND IN THE MANNER SPECIFIED IN ARTICLE 20.13 OF THIS AGREEMENT AND IN ACCORDANCE WITH THE TRUST AGREEMENT MENTIONED HEREAFTER.

CLARIFICATION:

ALL BENEFITS UNDER HEALTH AND WELFARE WILL BE AVAILABLE TO UNITED ASSOCIATION MEMBERS WHO REMAIN IN GOOD STANDING, HAVING CONTRIBUTIONS TO THE PLAN FROM PARTICIPATING EMPLOYERS, HOUR BANK OR SELF-PAY CONTRIBUTIONS OR CONTINUED FOR A ONE YEAR PERIOD FROM FUNDING FROM THE SURPLUS.

FUTURE PARTICIPATION IN THE HEALTH AND WELFARE PLAN WILL BE RESTRICTED TO U.A. MEMBERS AND U.A. EMPLOYEES AND THE N.B. PIPE TRADES ADMINISTRATION OFFICE IN THE PROVINCE OF N.B., EFFECTIVE DATE OF SIGNING OF THIS AGREEMENT.

SUBJECT TO CLAUSE 20.18.

20.10

CONTINUATION:

THE EMPLOYER AND THE UNION AGREE THAT ALL THE FUNDS AND TRUST FUNDS SPECIFIED IN THIS AGREEMENT SHALL REMAIN IN FULL EFFECT AFTER THE EXPIRY DATE OF THE AGREEMENT AND WILL BECOME PART AND PARCEL OF ANY FUTURE AGREEMENT BETWEEN THE EMPLOYER PARTY AND THE UNION WHICH MAY FROM TIME TO TIME BE ENTERED INTO.

20.11

NATIONAL CONTRACTORS:

A CONTRACTOR WHO, NOT BEING SIGNATORY TO THIS AGREEMENT, BUT WORKING UNDER THE TERMS OF THIS AGREEMENT BECAUSE OF BEING SIGNATORY TO A NATIONAL AGREEMENT, SHALL CONTRIBUTE TO ALL OF THE TRUST FUNDS MENTIONED IN THIS SECTION, INEXACTLY THE SAME MANNER AS IF HE/SHE WERE A PROVINCIAL CONTRACTOR AND SIGNATORY TO THIS AGREEMENT. NATIONAL CONTRACTORS SHALL CONTRIBUTE THE FULL AMOUNT TO THE N.B. PIPE TRADES ADMINISTRATION OFFICE FOR THE TRAINING TRUST FUND WHO UPON RECEIPT WILL RETURN THE AMOUNT REQUIRED TO THE NATIONAL TRAINING FUND.

20.12

EACH OF THE TRUST FUNDS REFERRED TO IN ARTICLE 20.03 - 20.05 - 20.07 SHALL BE GOVERNED BY AND ADMINISTERED PURSUANT TO SEPARATE TRUST AGREEMENTS WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE EMPLOYER AND THE UNION.

CONTRIBUTIONS, WHETHER BY THE EMPLOYER OR DEDUCTED FROM THE EMPLOYEE FOR THE TRUST FUNDS ARE FOR THIS SPECIFIC PURPOSE AND WILL NOT BE APPROPRIATED BY THE EMPLOYER TO ANY OTHER PURPOSE.

ALL TRUST FUND CONTRIBUTIONS ARE TO BE REMITTED MONTHLY BY CHEQUE MAILED IN SUFFICIENT TIME AS TO BE RECEIVED BY THE N.B. PIPE TRADES ADMINISTRATION OFFICE NOT LATER THAN THE 15TH DAY OF THE MONTH FOLLOWING THAT IN WHICH THE SAID HOURS WERE WORKED FOR WHICH CONTRIBUTIONS ARE MADE.

THE TRUSTEES MAY CHANGE THE ABOVE DATE AT THEIR DISCRETION AT ANY TIME IN THE INTEREST OF EFFICIENCY. CONTRIBUTIONS ARE TO BE MADE ON THE PROPER FORMS SUPPLIED FOR THE PURPOSE WITH THE NAMES OF THE EMPLOYEES, SOCIAL INSURANCE NUMBERS, DATES AND HOURS WORKED AND THE COMPANY'S NAME FROM WHICH THE CONTRIBUTIONS CAME.

PENALTIES FOR LATE REMITTANCE:

CONTRIBUTIONS RECEIVED AFTER THE 15TH DAY OF THE MONTH WILL BE DECLARED DELINQUENT AND AN ASSESSMENT OF 3% PER MONTH ON THESE OUTSTANDING MONIES WILL BE ASSESSED AGAINST THE DELINQUENT EMPLOYER.

N.B. PIPE TRADES ADMINISTRATION OFFICE SHALL ALSO NOTIFY THE BUSINESS MANAGER OF THE UNION IN THE AREA WHERE THE EMPLOYER IS ENGAGED IN THEIR BUSINESS WHO MAY ALSO TAKE ACTION BY REMOVING THE EMPLOYEES FROM THE JOB SITE AND SUCH ACTION WILL NOT BE IN VIOLATION OF THIS AGREEMENT.

ANY EMPLOYER WHO IS DELINQUENT IN ANY TRUST FUND PAYMENTS WILL BE COMPELLED TO MAKE PAYMENTS ON A WEEKLY BASIS.

THE PARTIES TO THIS AGREEMENT AGREE THAT RECOVERY OF ANY DEFAULT IN PAYMENT BY ANY EMPLOYER BOUND BY THIS COLLECTIVE AGREEMENT OF TRUST FUNDS, MANAGEMENT FUNDS, ADMINISTRATION FUNDS OR UNION DUES MAY BE PURSUED IN A COURT OF LAW AND NOT THROUGH THE GRIEVANCE AND ARBITRATION PROVISIONS OF ARTICLE 18 OF THIS AGREEMENT AT THE OPTION OF THE BOARD OF TRUSTEES. SUCH ACTION MAY BE COMMENCED TEN (10) DAYS AFTER A DEFAULT IN PAYMENT HAS OCCURRED.

20.14

THE REMITTANCE OF UNION DUES BY THE 20TH OF THE MONTH IN WHICH THEY WERE DEDUCTED AND ACCOMPANIED BY A LIST OF EMPLOYEES FROM WHOM THEY WERE DEDUCTED WILL BE MADE TO:

FINANCIAL SECRETARY – TREASURER LOCAL 213
351 KING WILLIAM ROAD
SPRUCE LAKE INDUSTRIAL PARK,
SAINT JOHN, N.B. E2M 7C9
TEL: (506) 635-1605 FAX: (506) 635-8450

THE REMITTANCE OF THE TRUST FUNDS AND ADMINISTRATION FUNDS ARE TO BE MADE IN ACCORDANCE WITH ARTICLE 20.13 ON FORMS SUPPLIED BY THE ADMINISTRATION OFFICE AND MADE TO:

N.B. PIPE TRADES ADMINISTRATION OFFICE
P.O. BOX 910 STATION A
FREDERICTON, N.B. E3B 5B4

OR TO WHOM THE PARTIES TO THIS AGREEMENT MAY DESIGNATE FROM TIME TO TIME.

THE NAMES OF THE EMPLOYEES, THE SOCIAL INSURANCE NUMBER THE HOURS WORKED, THE LOCAL UNION TO WHICH THE MEMBER BELONGS AND THE LOCAL JURISDICTION IN WHICH THE WORK WAS PERFORMED WILL BE ENTERED ON THE FORMS BY THE EMPLOYER.

FIELD DUES

THE EMPLOYER WILL DEDUCT FIELD DUES FROM EVERY JOURNEY PERSON OR APPRENTICE WORKING UNDER THIS AGREEMENT. THE FIELD DUES FOR LOCAL 213 IS AS FOLLOWS:

LOCAL 213 - 2 % OF GROSS HOURLY RATE EXCLUDING VACATION PAY. AND AS LISTED IN THE CHART BELOW FOR EVERY HOUR WORKED.

UNITED ASSOCIATION TRAVEL CARD MEMBERS -2% OF GROSS HOURLY RATE EXCLUDING VACATION PAY. AND AS LISTED IN THE CHART BELOW FOR EVERY HOUR WORKED WHICH INCLUDES:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
MERF	.55	.65	.75	.85	.95
BUILDING ADMINISTRATION	.30	.30	.30	.30	.30
POLITICAL ACTION COMMITTEE	.01	.01	.01	.01	.01
BEREAVEMENT FUND	.10	.10	.10	.10	.10
N.B. PIPE TRADES	.14	.14	.14	.14	.14
PROVINCIAL BUILDING TRADES	.05	.05	.05	.05	.05
SHOP STEWARD	.01	.01	.01	.01	.01
TOTAL	1.16	1.26	1.36	1.46	1.56

THIS CONTRIBUTION WILL BE DEDUCTED BY THE EMPLOYER AND WILL BE MADE TO THE N. B. PIPE TRADES ADMINISTRATION OFFICE, P.O. BOX 910, STATION A, FREDERICTON, NB, E3B 5B4 ACCOMPANIED BY A LIST SHOWING THE NAMES AND SOCIAL INSURANCE NUMBERS AND HOURS WORKED OF THE EMPLOYEES FROM WHOM THE CONTRIBUTIONS WERE DEDUCTED. A LIST WILL ALSO BE SUBMITTED TO THE FINANCIAL SECRETARY TREASURER OF THE LOCAL UNION SHOWING THE EMPLOYEE'S NAME, LOCAL UNION TO WHICH THEY BELONG AND THE HOURS WORKED.

ARTICLE 21 DURATION

21.01 THIS AGREEMENT SHALL BE IN FULL FORCE FROM THE 1ST DAY OF NOVEMBER 2020 UP TO AND INCLUDING THE 31ST DAY OF OCTOBER 2025 AND SHALL BE AUTOMATICALLY RENEWED THEREAFTER FOR SUCCESSIVE PERIOD OF TWELVE (12) MONTHS UNLESS EITHER PARTY REQUEST THE NEGOTIATION OF A NEW AGREEMENT BY GIVEN WRITTEN NOTICE TO THE OTHER PARTY NOT LESS THE SIXTY (60) CALENDAR DAYS AND NOT MORE THEN NINETY (90) DAYS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT OR ANY RENEWAL THEREOF.

21.02

WHERE A NOTICE REQUESTING NEGOTIATION OF A NEW AGREEMENT HAS BEEN GIVEN, THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL SUCH TIME AN AGREEMENT HAS BEEN REACHED IN RESPECT TO A RENEWAL, AMENDMENT OR SUBSTITUTION HEREOF, OR UNTIL SUCH TIME AS THE PARTIES ARE AUTHORIZED TO DECLARE A STRIKE OR LOCK-OUT UNDER THE NEW BRUNSWICK INDUSTRIAL RELATIONS ACT, PROVIDED THAT THIS AGREEMENT MAY BE FURTHER EXTENDED FROM TIME TO TIME BY MUTUAL AGREEMENT.

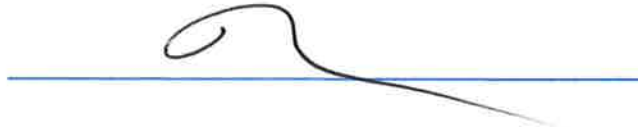
THE UNION AND THE EMPLOYERS HAVE SIGNED THIS AGREEMENT THIS 1ST DAY OF NOVEMBER 2020 IN SAINT JOHN, NEW BRUNSWICK. EFFECTIVE THIS 1ST DAY OF NOVEMBER 2020.

ON BEHALF OF THE SAINT JOHN MECHANICAL CONTRACTORS EMPLOYER'S ASSOCIATION INC.:

STEPHEN BEATTEAY



THOMAS COUGLAN



ON BEHALF OF THE UNITED ASSOCIATION LOCAL 213

BRUCE MYLES



RICK WALKER



**2020 – 2025
RESIDENTIAL AGREEMENT**

BETWEEN

**LOCAL 213 OF THE UNITED ASSOCIATION
OF JOURNEYMAN AND APPRENTICES
OF THE PLUMBING AND PIPEFITTING
INDUSTRY OF THE UNITED STATES AND CANADA
HEREINAFTER CALLED "THE UNION"**

AND

**THE SAINT JOHN MECHANICAL CONTRACTORS
EMPLOYERS ASSOCIATION
HEREINAFTER CALLED "THE EMPLOYER"**

APPENDIX "A"

Memorandum of Agreement

Between Local 213 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada hereinafter call "the Union" and the Saint John Mechanical Contractors Employers Association hereinafter call "the employer."

Appendix E Residential

- A. The employer and the Union agree that this Appendix 'E' shall be appended to the Local 213 Commercial Agreement, hereinafter called "the Agreement", and to any subsequent amendments to the Agreement and shall itself be amended from time to time. This Appendix 'E' will only apply to employers and their employees who are performing new residential construction as defined below.
- B. New residential construction is defined as and limited to work involving new construction of single- or double-unit residences and multi-unit apartment buildings provided they are being constructed primarily for private residential purposes. When a question arises about the applicability of this definition to a project, a discussion between the association and the Union shall occur to arrive at a mutually agreeable conclusion.
- C. The employer and the Union agree all articles of this agreement shall be in force unless they are amended by this Appendix.
- D. This Appendix shall come into force on November 1st 2020, and shall remain in effect until October 31st 2025.
- E. The hourly rate of pay for and apprentice shall be the applicable percentage indicated in the table below of the Journey Persons rate found in 'N'.

F.

1 – 900 HOURS	50% OF A JOURNEY PERSON'S RATE
901 – 1800 HOURS	55% OF A JOURNEY PERSON'S RATE
1801 – 2700 HOURS	60% OF A JOURNEY PERSON'S RATE
2701 – 3600 HOURS	65% OF A JOURNEY PERSON'S RATE
3601 – 4500 HOURS	70% OF A JOURNEY PERSON'S RATE
4501 – 5400 HOURS	75% OF A JOURNEY PERSON'S RATE
5401 – 6300 HOURS	80% OF A JOURNEY PERSON'S RATE
6301 – 7200 HOURS	85% OF A JOURNEY PERSON'S RATE
Over 7200	85% OF A JOURNEY PERSON'S RATE
SUCCESSFUL COMPLETION OF CERTIFICATION/RED SEAL EXAM 100% OF A JOURNEY PERSON'S RATE	

- G. The employer agrees to pay seven percent (7%) holiday and vacation pay based on the hourly wage of the employee.
- H. The employer will contribute to the N.B. Pipe Trades Health and Welfare Trust Fund the sum of three dollars and five cents (\$3.05) for each hour worked by the employee.

APPENDIX "A"

- I. The employer will contribute to the Pension Plan Trust Fund the sum of two dollars and fifty cents (\$2.50) for each hour worked by the employee.
- J. The employer will contribute to the Provincial Journeyman and Apprenticeship Training Trust Fund the sum of twenty cents (\$0.20) for each hour worked by the employee.
- K. The employer shall contribute five cents (\$0.05) to the Management Administration and Industrial Promotion Fund for every hour worked by a Journeyman and Apprentice under the terms of the Appendix.
- L. The employer will deduct from the employees' wages for the Administration fund, an amount equal to one percent (1%) of the employee's straight time rate.
- M. The employer will deduct from the employees' wages the sum of five cents (\$0.05) for the N.B. Pipe Trades fund and the sum of five cents (\$0.05) for the N.B. Building Trades Fund for every hour worked by the employee.
- N. Payment of wages and remittances of funds shall be in accordance with the agreement.

Residential wage package for Journey Person:

Journey Person	Year 1	Year 2	Year 3	Year 4	Year 5
Basic Hourly Rate	\$21.56	\$22.06	\$22.56	\$23.06	\$23.56
Vacation Pay (7%)	\$1.51	\$1.54	\$1.58	\$1.61	\$1.65
Wage Total	\$23.07	\$23.60	\$24.14	\$24.67	\$25.21
Health & Welfare Trust Fund	\$3.05	\$3.05	\$3.05	\$3.05	\$3.05
Pension Trust Fund	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Training Trust Fund	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
Subtotal	\$28.82	\$29.35	\$29.89	\$30.42	\$30.96
Association Industry Fund	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total Employer Contribution					
Union Administration Fund (1% of gross)	\$0.23	\$0.24	\$0.24	\$0.25	\$0.25
N.B. Pipe Trades	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
N.B. Building Trades	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05
Total Employee Contribution	\$0.34	\$0.34	\$0.34	\$0.35	\$0.35

- O. Regular working hours which shall constitute the day shift shall be from 8:00 a.m. to 4:30 p.m. with one half hour for lunch; however this 8-hour day may be staggered provided it does not start before 6:00 a.m. or end after 6:30 p.m.
- P. In a regular working day as described in (O) above, an employee may work an additional 2-hour at his regular hourly straight time rate; however, this is not to be taken as a provision to implement a 10-hour shift, but to accommodate emergency or unusual circumstances. On a Saturday or Sunday, hours worked shall be paid at a one and one half times (1.5X) the employees regular hourly rate, whole hours worked on a statutory holiday, as found in the Agreement shall be paid at two times (2X) the employees regular hourly rate.
- Q. If employees covered under this Appendix are required to live away from the normal residence all expenses for room and meals shall be paid by the employer. If the

employee is required to travel to a work site and transportation is not supplied by the employer, the employer shall calculate the distance in excess of fifty kilometers (50km) from the employers' main location to the jobsite. The allowance of the thirty-five cents (\$0.35) per kilometer (km) shall be paid to the employee on the lesser of the two distances.

- R. The employer shall name hire all employees to work under this Appendix from a list of residential workers maintained by the Union. Union members not on the residential workers list may be hired but must agree to work under the condition described in the Appendix. In special circumstances the employer may consult with the business manager in hiring an employee, not on the residential worker list nor otherwise a member of the union. Such employee hired must agree to become a member of the Union and be placed on the residential worker list. Members of the Union, not on the residential worker list may also be hired, or transferred by the employer, provided they are agreeing to work under the terms of this Appendix. All employees working under the terms of this Appendix may be transferred to other jobs being done under this Appendix at the sole discretion of the employer.

Signed this November 1st 2020,
For the United Association Local 213;

1. Bruce Myles
2. Paul Walker

For the Saint John Mechanical Contractors Employers Association;

1. [Signature]
2. [Signature]